



TOWNSHIP of HOPEWELL

MERCER COUNTY

Department of Community Development

□□□ □ **A**□**H**□□**T**□□ **C**□□□□□□□ □ **P**□□□□□□**T**□□ □□**AD**
T T S □ LL□, □W □□S□□ 08560-1410

April 16, 2018

Mr. John D. Maczuga, PP
JDM Planning Associates, LLC
614 Harbor Road
Brick, NJ 08724

Re: Report on Final Compliance Conditions
Hopewell Township Affordable Housing
Hopewell Township, Mercer County, NJ
Docket No. MER-L-1557-15

Dear Mr. Maczuga:

In response to Conditions contained within your report entitled, Master's Report: Final Compliance Hearing, Township of Hopewell, dated December 11, 2017, prepared for the Honorable Mary C. Jacobson, A.J. S.C. in reference to the subject matter, I offer the following materials to demonstrate compliance with the various conditions enumerated in your report:

1. Master's Report: Compliance Conditions Checklist, which outlines the responses by Hopewell Township and the actions taken to satisfy the various conditions.
2. Summary of Township Actions and Formal Adoptions for Final Judgement of Compliance and Repose
3. Appendices to the Summary stated above containing the various documents in support of the Township's responses.

I trust that the enclosed responses and supporting materials satisfactorily addresses the conditions and look forward to your review of same.

Sincerely,

Mark W. Kataryniak, PE
Director of Community Development
Township Engineer

Attach:

C: Hon. Kevin Kuchinski, Mayor Hopewell Township
Ronald Morgan, Esq.

MASTER'S REPORT: COMPLIANCE CONDITIONS CHECKLIST
HOPEWELL TOWNSHIP AFFORDABLE HOUSING DECEMBER 11, 2017 SETTLEMENT
SUMMARY OF PROGRESS THROUGH APRIL 16, 2018

Compliance Condition No.	Status Thru Reporting Date	Compliance Condition ¹	Township Response / Action Taken	Document Reference / Comments	Attachment Reference on Summary
1	Complete	JM 5.2 Prior Round (p.5/6) The total of the rental bonus credits listed in Table 24 is actually 100, but is shown as 99, and the total credits listed actually total 670, but are shown as 669. The correct total of rental bonus credits should be 98 and the total of prior round credits is 669. The Township should make the necessary corrections to it's the HE&FSP at the time of the next amendment thereto. <i>(Condition 1)</i>	Corrections to calculations incorporated in (2nd) Amended HE&FSP dated 2/22/2018	Hopewell Twp. Third Round Housing Element and Fair Share Plan, Banisch Assoc., Inc., 2/22/18 PB (Reso 18-9) recommending approval, 2/22/18 HTC (Reso 18-91) approving 2nd Amended HE&FSP, 2/26/18	Attachment: 1.c 1.a 1.c
2	Complete	JM 5.2 Prior Round (p.7) While I am confident that adequate documentation can be provided, the Township should submit documentation to support its claim for crediting for the following prior round compliance plan components <i>(Condition 2)</i> : ☐ Project Freedom (72 units/72 rental bonus credits); and, ☐ Hopewell Gardens (Prior Round — 100 units/15 rental bonus credits)	Township agrees. Will provide additional details in Final Compliance Report.	Compiled record demonstrating completion of identified projects for prior round compliance: Project Freedom - CofO for project, first year audit documents, HMFA Correspondence confirming audit compliance Hopewell Gardens: CofO, Executed PILOT Agreement	Attachment: 8.b 8.c
3	Complete	JM 5.2 Prior Round (p.7) The prior round compliance plan set forth in the HE&FSP does not address the maximum age-restricted unit cap of 80 units. The Township should submit information addressing the prior round age-restricted unit cap or demonstrate that the cumulative compliance plan (prior round plus third round) is within the 25-percent age-restricted cap. <i>(Condition 3)</i>	Corrections/revisions to the calculations and descriptions added to the HE&FSP to demonstrate compliance with the age-restricted cap were incorporated in (2nd) Amended HE&FSP dated 2/22/2018	Hopewell Twp. Third Round Housing Element and Fair Share Plan, Banisch Assoc., Inc., 2/22/18	Attachment: 1.c
4	Complete	JM 5.3 Third Round: BMS (p.9) It is also noted that the draft redevelopment plan for the Zaitz site includes language to the effect that 30 additional affordable units may be constructed on the Zaitz tract. The Township should provide details of this “back-up plan” in the event the affordable units on the BMS site are not realistically anticipated on July 1, 2020. <i>(Condition 4)</i>	Approved contract for the sale of Zaitz to Lennar includes provision for 30 units alternative. Trigger for implementation to coincide with mid-term reporting period to Court Master on Compliance, details outlined in Redeveloper's Agreement	HTC Ord 17-1674 Authorizing Agreement of Sale; Contract of Sale, included with the Ordinance, includes provision for constructing 30 additional affordable units on the Zaitz tract as specified in Section 4.2.2 of the Contract HTC Reso 18-129 Authorizing Redevelopment Agreement with Lennar 4/9/2018	Attachment: 2.b.v 2.b.vi
5	Complete	JM 5.3 Third Round: BMS (p.9/10) The provisions of zoning amendment requiring a minimum of 50 affordable units and capping the total number of units at 250 effectively creates a 20-percent set aside for rental development. This coupled with the bedroom restrictions on the market rate units imposed by the ordinance may deter the inclusionary development of the BMS site. The Township should address these aspects of the ordinance. <i>(Condition 5)</i>	The Ordinance establishing residential use on the BMS site, as a Conditional Use, has been revised to eliminate the bedroom restrictions on the market rate units.	HTC Ord 18-1690 Amending the Ordinance pertaining to permitting residential development on the BMS site, 4/9/2018	Attachment: 2.a.ii

MASTER'S REPORT: COMPLIANCE CONDITIONS CHECKLIST
HOPEWELL TOWNSHIP AFFORDABLE HOUSING DECEMBER 11, 2017 SETTLEMENT
SUMMARY OF PROGRESS THROUGH APRIL 16, 2018

Compliance Condition No.	Status Thru Reporting Date	Compliance Condition ¹	Township Response / Action Taken	Document Reference / Comments	Attachment Reference on Summary
6	Complete	JM 5.3 Third Round: BMS (p.10) The site suitability information for the Bristol Myers Squibb site, which is provided in Chapter V of the HE&FSP, also provides an Environmental Constraints map and information indicating the “developable” (i.e., environmentally unconstrained) area of the site, is 332.6 acres, which does not appear to reconcile with the area shown as “Future Developable Area.” Presumably “future developable area” is that portion of the site intended for development under the conditional use standards of the proposed ordinance. The site is indicated to have sewer and water service. The Township should clarify whether there is sufficient area within the area designated as the “Future Developable Area” to accommodate 250 units under the standards set forth in the proposed ordinance. <i>(Condition 6)</i>	The area scribed within the ring road on the BMS site is 35 acres in size. Using all of this area for the 250 units yields a density of 7.1 units per acre. It is anticipated that the entire 35 acres will not be used for housing production. The Revised Ordinance also contains specific limitations on the tract size that can be utilized for residential development (35 Ac Min., 50 Ac. Max.), as well as bulk standards for setbacks within the tract boundary. There is sufficient space both within the ring road and outside the ring road where developable property can meet the bulk requirements outlined in the amended Ordinance.	HTC Ord 18-1690 Amending the Ordinance pertaining to permitting residential development on the BMS site, 4/9/2018	Attachment: 2.a.ii
7	Complete	JM 5.3 Third Round: BMS (p.10) Section V of the draft ordinance establishing the inclusionary development conditional use on the BMS site also contains the Township- wide mandatory affordable housing set-aside provisions, required to be adopted pursuant to Section 6. of the Settlement Agreement. The Township should adopt these provisions as a separate Ordinance as amendments to the remainder of the ordinance per the comments above may take some time and affordable housing opportunities may be lost in any delay. <i>(Condition 7)</i>	This ordinance has been adopted. This ordinance amended 2 different sections of the Land Use ordinance simultaneously which is common practice. Separation of the two sections is, therefore, not necessary. The HE&FSP was concurrently updated to incorporate the Township-wide mandatory affordable housing set-aside provisions.	HTC Ord 18-1690 Amending the Ordinance pertaining to permitting residential development on the BMS site, 4/9/2018 HTC (Reso 18-91) approving 2nd Amended HE&FSP, 2/26/18	Attachment: 2.a.ii 1.b
8	Complete	JM 5.3 Third Round: Zaitz (p.11) The draft Redevelopment Plan requires the provision of 30 additional affordable units on the site in the event the inclusionary development proposed on the BMS site is unrealized. Documentation of the adoption of the draft Redevelopment Plan should be provided. Details of the “back-up plan” should be specified in the Redevelopment Plan and Redeveloper Agreement and subject to approval by the Court. <i>(Condition 8)</i>	Approved contract for the sale of Zaitz to Lennar includes provision for 30 units alternative. Trigger for implementation to coincide with mid-term reporting period to Court Master on Compliance, details outlined in Redeveloper's Agreement	Agreement of Sale w/ Lennar for Zaitz Tract, 12/11/2017; Provision for 30 additional units included in Section 4.2.2 of Contract HTC Ord 17-1674 Authorizing Agreement of Sale HTC Reso (18-129) Authorizing Execution of a Redevelopment Agreement with Lennar as the designated redeveloper	Attachment: 2.b.v 2.b.vi

MASTER'S REPORT: COMPLIANCE CONDITIONS CHECKLIST
HOPEWELL TOWNSHIP AFFORDABLE HOUSING DECEMBER 11, 2017 SETTLEMENT
SUMMARY OF PROGRESS THROUGH APRIL 16, 2018

Compliance Condition No.	Status Thru Reporting Date	Compliance Condition ¹	Township Response / Action Taken	Document Reference / Comments	Attachment Reference on Summary
9	In Progress	JM 5.3 Third Round: CF Hopewell/CHS (p.12/13) I recommend that the following documentation should be submitted to the Court within one year as a condition of any forthcoming grant of a Judgment of Compliance and Repose: adoption of the draft Redevelopment Plan; approved Redeveloper Agreements; approvals of the modifications to the sewer service area; and, completion of the land swap between the Township and CF Hopewell. <i>(Condition 9)</i>	Township stipulates to complying with the recommendations and has advanced several elements to date. Items completed to date are listed in the Documents Reference Column	HTC Ord 18-1679 Approving the Amended Redevelopment Plan, adopted 1/29/2018 Redeveloper Agreement: Ongoing discussions with CF Hopewell WWMP Amendment: Adopted by NJDEP 12/13/2017 Land Swap: Subdivision approved (PB Reso 17-029) 12/7/2017; final title work for closing in progress ; Final Map of Subdivision files with Mercer Co. Clerk 12/21/2017	Attachment: 2/c/iii 8.a 2.c.v
10	Complete	JM 5.3 Third Round: Woodmont (p.13) As a condition of any forthcoming grant of Judgment and Repose, the Township should provide the Court with documentation of the execution of the Redeveloper Agreement. <i>(Condition 10)</i> 	Redeveloper Agreement approved by TC and executed with Woodmont.	HTC Reso (17-383) approving Redevelopment Agreement adopted 11/27/2017	Attachment: 2.d.iii
11	Complete	JM 5.3 Third Round: Enourato (p.14) As a condition of any forthcoming grant of a Judgment of Compliance and Repose, the Township should document the adoption of the draft ordinance rezoning the Enourato property. <i>(Condition 11)</i>	Rezoning of the property is complete	HTC Ord (17-1671) Amending the Ordinance to Permit Affordable Housing on the subject property adopted 11/27/2017	Attachment: 2.e.ii
12	Complete	JM 5.5 Third Round: Family Units (p.15) The Township correctly calculates its third round family unit requirement to be 571 units, but provides no details as to how this requirement is met. The Township should submit details as to satisfaction of this requirement. <i>(Condition 12)</i>	Corrections/Revisions detailing comments incorporated in (2nd) Amended HE&FSP dated 2/22/2018	Hopewell Twp. Third Round Housing Element and Fair Share Plan, Banisch Assoc., Inc., 2/22/18 HTC (Reso 18-91) approving 2nd Amended HE&FSP, 2/26/18	Attachment: 1.c 1.c
13	Complete	JM 6.1 Spending Plan (p.16/17) As a condition <i>(Condition 13)</i> of any forthcoming grant of a Judgment of Compliance and Repose the Township should amend the draft spending plan to address the following: 1. The Township should document the establishment of the various establishment of the various affordability assistance programs including program manuals and designate an administrative agent(s) responsible for the administration of the programs; 2. The Township should amend the spending plan to detail the use of 50 percent of the trust fund revenue designated for “additional housing activity” in the draft spending plan. 3. After satisfactorily addressing items 1 and 2, above, the Governing Body should adopt the Spending Plan.	Corrections/Revisions detailing comments incorporated in (2nd) Amended HE&FSP dated 2/22/2018 & included in the Amended Spending Plans dated 1/8/2018	Hopewell Twp. Third Round Housing Element and Fair Share Plan, Banisch Assoc., Inc., 2/22/18 HTC (Reso 18-29) Adopting Amended Spending Plan, 1/8/2018	Attachment: 1.c 3.a

MASTER'S REPORT: COMPLIANCE CONDITIONS CHECKLIST
HOPEWELL TOWNSHIP AFFORDABLE HOUSING DECEMBER 11, 2017 SETTLEMENT
SUMMARY OF PROGRESS THROUGH APRIL 16, 2018

Compliance Condition No.	Status Thru Reporting Date	Compliance Condition ¹	Township Response / Action Taken	Document Reference / Comments	Attachment Reference on Summary
14	In Progress	JM 6.2 Affirmative Marketing Plan (p.17) The Township's HE&FSP does not contain an updated Affirmative Marketing Plan. The Township should prepare a draft of an amended affirmative marketing plan for the various components of its compliance plan. Such amendments shall include the provisions cited in Section 9. of the Settlement Agreement. Upon approval of the draft plan the Township should adopt same. <i>(Condition 14)</i>	The Affirmative Marketing Plan is a component of the Scope of Services provided by PCH Development Corporation, as outlined in the Scope of Services contained within their proposal of professional services. The active marketing plan is further outlined on the website managed by PCH Development Corporation. Details of the Marketing Plan are also contained within the Draft Affordability Assistance Program – Policy & Procedures Manual, 2018.	Professional Services Agreement for PCHDC to provide services for 2018 Response to Request for Proposals / Scope of Services for Affordable Housing Sales and Administrative Agent, PCHD, 11/1/2017 PCHDC website printout of Active Program Draft Affordability Assistance Program – Policy & Procedures Manual, 2018, scheduled for adoption by the HTC on 4/23/2018.	Attachment: 6.a 6.b 4.b 4.a
15	Complete	JM 6.3 Affordable Housing Ordinance (p.17) Chapter VI of the HE&FSP contains a draft of an amended Affordable Housing Ordinance which is acceptable as to form and content. The Township should submit documentation of adoption of the draft affordable housing ordinance. <i>(Condition 15)</i>	Revised Affordable Housing Ord adopted by TC	HTC Ord (18-1680) Approving Amended Affordable Housing Ordinance, adopted 1/29/2018	Attachment: 5.a
16	In Progress	JM 6.4 Reporting and Monitoring Requirements (p.18) The Township is reminded of the monitoring and reporting requirements set forth in the Settlement Agreement and it is recommended that compliance with these requirements be made a condition of any forthcoming Judgment of Compliance and Repose. <i>(Condition 16)</i>	Township agrees to this ongoing performance requirement	Professional Services Agreement for PCHDC to provide services for 2018	Attachment: 6.a
17	In Progress	JM 6.5 Housing Liaison/Administrative Agent (p.18) The Township should submit documentation that a qualified Housing Liaison and Administrative Agent(s) have been designated to implement and administer the various components and programs comprising its compliance plan. <i>(Condition 17)</i>	PCH Development Corporation, who has provided Housing Liaison Services to Hopewell Township in 2017, has been contracted to manage the program in 2018. The Township's designated Administrative Agent retired in 2018. the Township has committed to filling the vacancy with a new hire. An offer of employment has been accepted and approval by the HTC is scheduled to be memorialized by Resolution on 2/23/2018.	Professional Services Agreement for PCHDC to provide services for 2018	Attachment: 6.a

¹ Conditions taken from "Master's Report, Final Compliance Hearing, Township of Hopewell, Mercer County, New Jersey, In the Matter of Township of Hopewell, County of Mercer, Docket No. MER-L-1557-15, December 11, 2017, Prepared for Mercer Superior Court, Mercer County Courthouse - Criminal Justice Building, PO Box 8068
Trenton, NJ 08650, Prepared by, JDM Planning Associates, LLC, 614 Harbor Road, Brick, New Jersey"



TOWNSHIP of HOPEWELL

MERCER COUNTY

Department of Community Development

☐☐☐ A☐H☐☐T☐☐ C☐☐☐☐☐☐☐ P☐☐☐☐☐T☐☐ ☐☐AD
T T S ☐ LL☐, ☐W ☐☐S☐☐ 08560-1410

Hopewell Township Affordable Housing Settlement Summary of Township Actions and Formal Adoptions for Judgement of Compliance and Repose

1. Housing Element and Fair Share Plan
 - a. Planning Board Resolution (18-9) Approving *2nd Amended Third Round HE&FSP*
 - b. HTC Resolution (#18-91) Endorsing *2nd Amended Third Round HE&FSP*
 - c. *2nd Amended Third Round HE&FSP, 2/22/2018*
2. Inclusionary Development Sites
 - a. Bristol Myers Squibb (BMS)
 - i. Planning Board Resolution (18-13) Recommending approval of the Amended Ordinance for the BMS Site, 3/22/2018
 - ii. HTC Ordinance (18-1690) Amending Chapter XVII, Article IX, §17-168; RO-1, 2 & 3 Districts: Research/Office Districts (BMS) of the General Ordinances of the Township of Hopewell, 4/9/2018
 - b. Zaitz
 - i. Planning Board Resolution (18-11) Approving *Amended Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7, 24 and 30; Block 86, Lots 32, 33, 34, and 130, [Zaitz], 3/1/2018*
 - ii. HTC Resolution (18-111) Recommending approval of the Amended Redevelopment Plan [Zaitz], 3/26/2018
 - iii. HTC Ordinance (18-1687) Adopting Redevelopment Plan [Zaitz]; and Amending chapter XVII, Article VIII, §17-138.b of the General Ordinances of the Township of Hopewell, 3/26/2018
 - iv. *Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7, 24 and 30; Block 86, Lots 32, 33, 34, and 130, [Zaitz], February 2018*
 - v. HTC Ordinance (17-1674) Authorizing the Conveyance of Block 85, Part of Lot 3, to US Home Corporation d/b/a Lennar to Facilitate the Development of Affordable Housing
 - vi. HTC Resolution (18-129) Authorizing Execution of an Agreement with US Homes d/b/a Lennar for the Zaitz Redevelopment Area, 4/9/2018
 - c. CF Hopewell and CF Hopewell/Capital Health
 - i. Planning Board Resolution (18-6) Approving *Amended Redevelopment Plan (Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961; Block 93, Lots 3.01, 5.01, 5.02 and 6.01), [CF Hopewell], 1/29/2018*
 - ii. HTC Resolution (18-34) Recommending approval of the Amended Redevelopment Plan [CF Hopewell], 1/29/2018



TOWNSHIP of HOPEWELL

MERCER COUNTY

Department of Community Development

□□□ A□H□□T□□ C□□□□□□ □P□□□□□T□□ □□AD
T T S□ LL□, □W □□S□□ 08560-1410

- iii. HTC Ordinance (18-1679) Adopting Redevelopment Plan [CF Hopewell]; and Amending Chapter XVII, Article VIII, §17-138.b of the General Ordinances of the Township of Hopewell
- iv. *Redevelopment Plan (Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961; Block 93, Lots 3.01, 5.01, 5.02 and 6.01), [CF Hopewell], 1/29/2018*
- v. *Preliminary/Final Plan of Major Subdivision, Lots 3.01 & 6.01, Block 93, of the lands of CH Hopewell CC&L, LLC, situated in Hopewell Township, Mercer County, New Jersey, 11/8/2017; Filed in the Mercer County Clerk's Office on 12/21/2017 as Map No. 4127.*
- d. Woodmont
 - i. HTC Ordinance (17-1666) Adopting Redevelopment Plan [Woodmont]; and Chapter XVII, Article VIII, §17-138.b of the General Ordinances of the Township of Hopewell
 - ii. *Redevelopment Plan for Block 78.09, Lot 21, [Woodmont], 10/2/2017*
 - iii. HTC Resolution (17-383) Authorizing Execution of an Agreement with Woodmont Properties, LLC and Federal City Road, LLC for the Woodmont Redevelopment Area, 11/27/2017.
- e. Enourato
 - i. HTC Resolution (17-373) Recommending Adoption of an Ordinance for Block 78, Lot 17, [Enourato] to Amend Chapter XVII, Article IX, §17-138(a) of the General Ordinances of the Township of Hopewell, 11/27/2017
 - ii. HTC Ordinance (17-1671) Amending Various Sections of Chapter XVII of the Revised General Ordinances of the Township of Hopewell to establish the IMF-1 Zone as it pertains to the Enourato Site, 11/27/2017
- 3. Spending Plan
 - a. HTC Resolution (18-29) Approving Amended Third Round Spending Plan, 1/8/2018
- 4. Affirmative Marketing Plan
 - a. Draft Affordability Assistance Program – Policy & Procedures Manual, 2018
 - b. Printout of current Affordable Sales Program from PCHDC website, <https://www.princetoncommunityhousing.org/communities/hopewell-township-affordable-sales-program>
- 5. Affordable Housing Ordinance
 - a. HTC Ordinance (18-1680) Amending Chapter XVII of the Hopewell Township Code 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, 1/29/2018



TOWNSHIP of HOPEWELL

MERCER COUNTY

Department of Community Development

□□□ A□H□□T□□ C□□□□□□ □P□□□□□T□□ □□AD
T T S□LL□, □W □□S□□ 08560-1410

6. Reporting and Monitoring
 - a. Professional Services Agreement for PCH Development Corporation to provide Reporting and Monitoring Services related to the Township's Affordable Housing Obligations for calendar year 2018, 1/8/2018
 - b. Scope of Services for Affordable Housing Sales and Administrative Agent; Response to Request for Proposals prepared by PCH Development Corporation, 11/1/2017
7. Housing Liaison / Administrative Agent(s)
 - a. Documents in Progress
8. Supporting Documents – Outside Agencies / Other
 - a. NJDEP Adoption of an Amendment to the Mercer County Wastewater Management Plan (WMP) and Mercer County Water Quality Management Plan (WQMP), 12/13/2017
 - b. Supporting Documents for Prior Round Credit – Project Freedom (72 units/72 rental bonus credits)
 - c. Supporting Documents for Prior Round Credit – Hopewell Gardens (100 units/15 rental bonus credits)

T H P H P
M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 1

Housing Element and Fair Share Plan

HOPEWELL TOWNSHIP PLANNING BOARD

RESOLUTION NO. 18-9

**RESOLUTION GRANTING APPROVAL OF HOPEWELL TOWNSHIP'S
AMENDED THIRD ROUND HOUSING ELEMENT AND
FAIR SHARE PLAN OF THE MASTER PLAN**

WHEREAS, the Hopewell Township Planning Board is organized in accordance with N.J.S.A. 40:55D-23 and 24; and

WHEREAS, the Hopewell Township Planning Board has the statutory power to adopt and amend its Master Plan under N.J.S.A. 40:55D-25(1); and

WHEREAS, it has been determined that Hopewell Township needs to address its third round cumulative housing obligation for the period commencing in 1987 and extending to June 30, 2025; and

WHEREAS, on November 16, 2017, the Planning Board, in Resolution No. 17-025, adopted a Housing Element and Fair Share Plan of the Master Plan which was prepared by the Hopewell Township Planning Board with assistance from Banisch Associates, Inc, entitled "Hopewell Township Mercer County, New Jersey Third Round Housing Element and Fair Share Plan" dated November 6, 2017; and

WHEREAS, on December 7, 2017, the Planning Board in Resolution No. 17-026 adopted an amended Housing Element and Fair Share Plan of the Master Plan which was prepared by the Hopewell Township Planning Board with assistance from Banisch Associates, Inc, entitled "Hopewell Township Mercer County, New Jersey Third Round Housing Element and Fair Share Plan" dated December 7, 2017; and

WHEREAS, at the January 11, 2018 meeting of the Planning Board, the Board discussed proposed amendments to the Housing Element and Fair Share Plan of the Hopewell Township Master Plan, adopted on December 7, 2017, prepared by the Hopewell Township Planning Board with assistance from Banisch Associates, Inc., and scheduled a public hearing on the proposed amended plan to take place before the Planning Board at its February 22, 2018 meeting (hereinafter the "Amended Plan"); and

WHEREAS, the Amended Plan has been prepared in accordance with the Municipal Land Use Law, specifically N.J.S.A. 40:55D-28b(3) and pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-310, et seq.; and

WHEREAS, a public hearing on the Amended Plan was duly noticed and held on February 22, 2018, at a regular meeting of the Planning Board; and

WHEREAS, notice of the hearing was given in accordance with N.J.S.A. 40:55D-13; and

WHEREAS, Francis J. Banisch, PP/AICP, License No. 1686, presented the Amended Plan to the Planning Board and the public at the February 22, 2018, meeting; and

WHEREAS, various members of the public participated in the hearing and provided their comments; and

WHEREAS, the Board has made the following findings of fact and conclusions:

1. This Amended Plan for Hopewell Township utilizes the Court-approved affordable housing obligation that resulted from settlement of lawsuits between Hopewell Township, Fair Share Housing Center (FSHC) and a number of intervenors. The Township's affordable housing obligation per the settlement is as follows:
 - Prior round (1987-1999) – 520
 - Prospective need (1999-2025) – 1,141
 - Present need (Rehabilitation) -- 0
2. Hopewell Township is located in northwestern Mercer County, where it borders the Delaware River and is traversed by Interstate 95. The Township's diverse landscape spans a range from rural in the Sourland Mountain and the Hopewell Valley to suburban in the southern portion of the Township, where regional sewer service is available. It has been this infrastructure that has attracted growth to southern Hopewell, where most of the Township's affordable housing is situated. The Township of Hopewell received substantive certification of its Housing Element and Fair Share Plan from COAH on January 8, 1997.
3. The Plan includes a current inventory of Hopewell Township's housing units. The Plan also includes an analysis of the demographic characteristics of Hopewell Township, which data includes tables reporting population by age and sex 2010, comparison of age distribution for Township, County and State (percentage of persons 2010), persons in households 2010, comparison of persons in household for Township, County and State (% of households), persons by household type and relationship 2010, 2011 – 2015 income for Township, County and State, comparison of poverty status for persons and families for Township, County and State 1999 to 2011-2015, residents in current dwellings prior to 2000 for Township, County and State 2011-

2015, educational attainment for Township, County and State residents 2011-2015, means of transportation to work for Township, County and State residents 2011-2015.

4. The Plan includes information regarding Hopewell Township's resident population and the population's means of employment.
5. The Plan includes data setting forth the selected employment characteristics of Hopewell Township's resident population between 2011 and 2015 and further provides employment and wage information by industry in Hopewell Township as of 2016.
6. The Planning Board finds that the amended Housing Plan Element of the Plan does address Hopewell Township's cumulative housing obligation for the period commencing in 1987 and extending to June 30, 2025. It further finds that the Amended Plan has been prepared pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-310, et seq) which outlines the mandatory requirements for a housing plan element.
7. Regarding the Fair Share Plan Element of the Amended Plan, the Planning Board has concluded that the Fair Share Plan utilizes the Court-approved affordable housing obligation for Hopewell Township and specifically finds as follows:
 - Table 24 of the Amended Plan addresses the Township's affordable units and bonus credits applied to prior rounds (1987-1999). At the hearing, it was acknowledged that there is a typographical error on Table 24 regarding the number of units in Hopewell Gardens; the Planning Board directed Mr. Banisch to correct the typo to accurately reflect that Hopewell Gardens consists of 100 units. Mr. Banisch will correct the typo.
 - Hopewell Township delivered a total of 524 units of affordable housing during this period and qualified for a total of 669 affordable housing credits after the application of the 46 unit substantial compliance reduction and 98 rental bonus credits. This total provides 149 excess credits for the third round. The limits on the number of age restricted units are being calculated on a cumulative basis for the period 1987 to 2025.
 - The municipal rental obligation, a required component of meeting the fair share obligation is calculated at 25% of the prospective need. This calculation results in a requirement for 130 rental units for the prior round (520 x .25) and 285 affordable rental units in the third round (1,141 x .25) for a total of 415 rentals for the period 1987 to 2025.
 - As per Table 26 of the Amended Plan, there are a total of 184 rental units provided for the prior round, where 130 are required.

- At least 50% of the third round prospective need units must be available to families and requires at least 571 family units/credits (1,141 /2). The only non-family units in the third round plan are the potential age restricted units.
- The third round compliance plan includes a potential total of 224 age restricted units, 51 units below the 285 unit third round cap. When these 224 units are subtracted from the 851 actual units to be developed under the third round plan, there will be a total of 627 family units.
- Combining the prior round age restricted cap (80 units) and the third round age restricted cap (285 units) yields a combined prior and third round age restricted cap of 365 units. The third round plan includes at least 94 age restricted units, with the potential for 15 additional Medicaid beds in the CF Hopewell/CF Hopewell/Capital Health Systems CCRC facility, 65 additional age restricted units in the various CF Hopewell inclusionary developments and 50 potentially age restricted units on the BMS site. The prior round and third round cumulative number of potential age restricted units is 314 units – 51 units below the cumulative age restricted cap.

8. Members of the public participated in the hearing and provided their comments.

WHEREAS, based upon the foregoing information, testimony and evidence as well as the Amended Plan, the Planning Board makes the following ultimate findings of fact and conclusions of law:

1. All jurisdictional requirements have been met.
2. The compliance sites will support the construction of the 653 affordable units required in the Amended Plan.
3. The Planning Board finds and concludes that the amended Housing Element Plan of the Master Plan does address Hopewell Township's cumulative housing obligation for the period commencing in 1987 and extending to June 30, 2025.
4. The Planning Board finds and concludes that the Amended Plan has been prepared pursuant to the New Jersey Fair Housing Act (N.J.S.A 52:27D-310, et seq).
5. The Planning Board continues to find and conclude that the Amended Plan incorporates specific site suitability criteria for each of the compliance sites and further concludes that based on that criteria, all compliance sites are suitable.

WHEREAS, at the conclusion of the public hearing, the Planning Board took action by voting to approve and adopt the Amended Plan identified as "Hopewell Township Mercer County, New Jersey Third Round Housing Element and Fair Share Plan," adopted as amended, February 22, 2018.

NOW, THEREFORE, BE IT RESOLVED on this 22nd day of February, 2018, by the Planning Board of the Township of Hopewell, County of Mercer, New Jersey, that the Planning Board hereby approves and adopts the Plan entitled “Hopewell Township Mercer County, New Jersey Third Round Housing Element and Fair Share Plan,” adopted as amended February 22, 2018, which is a part of the record in these proceedings and a copy of which is attached hereto.

BE IT FURTHER RESOLVED that the Planning Board will give notice of the adoption of this Third Round Housing Element and Fair Share Plan of the Master Plan by publication together with actual notice to the Mercer County Planning Board including a copy of the Amended Plan as adopted.

BE IT FURTHER RESOLVED that a copy of the Amended Plan as adopted will be submitted to the Hopewell Township Committee.

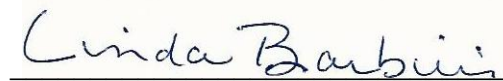
VOTE ON THE RESOLUTION – February 22, 2018

Yes - 8 No - 1 Absent - 0 Abstain - 0 Not Voting – 2

Belmont:	Yes	Murphy:	Yes
Clarke:	No	Parker:	Yes
McLaughlin:	Yes	Swanson:	Yes
Khare:	Yes	Peters-Manning:	Not Voting
Kiss:	Yes	Sandom:	Not Voting
Kuchinski:	Yes		

CERTIFICATION

I hereby CERTIFY that the foregoing is a true copy of a Resolution adopted by the Hopewell Township Planning Board at a duly advertised meeting held on February 22, 2018, at which a quorum was present.



Linda Barbieri
Assistant Secretary

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

RESOLUTION # 18-91

**RESOLUTION ENDORSING SECOND AMENDED
THIRD ROUND HOUSING ELEMENT AND FAIR
SHARE PLAN**

WHEREAS, the Township of Hopewell filed a declaratory judgment action with the Superior Court of Mercer County to have the Court review and approve its third round affordable housing initiatives pursuant to N.J.S.A. 52:27D-313 in the matter encaptioned In the Matter of the Application of the Township of Hopewell, Docket No. MER-L-1557-15 (Mount Laurel); and

WHEREAS, the Township entered into four (4) separate Mount Laurel Settlement Agreements with several property owners and developers who desire to produce affordable housing during the third round and with Fair Share Housing Center (FSHC) which was designated by the Supreme Court as an interested party and acknowledged representative of the Mount Laurel beneficiaries in all third round affordable housing proceedings throughout the state; and

WHEREAS, the four Settlement Agreements were approved by the Superior Court after the Court conducted a Fairness Hearing upon adequate notice to the public and require that the Township and the Planning Board adopt a third round Housing Element and Fair Share Plan to implement the terms of the settlements. These Settlement Agreements were also the subject of a Compliance Hearing before the Court on December 14, 2017; and

WHEREAS, the Third Round Housing Element and Fair Share Plan (which included the Spending Plan) was approved and endorsed by the Hopewell Township Planning Board at a hearing on November 16, 2017. Pursuant to the terms of the settlements and the rules adopted by the New Jersey Council on Affordable Housing, on November 13, 2017, the Township Committee of the Township of Hopewell adopted Resolution # 17- 369 formally endorsing the Third Round Housing Element and Fair Share Plan.

WHEREAS, an amended Third Round Housing Element and Fair Share (which included the Spending Plan) was approved and endorsed by the Hopewell Township Planning Board at a hearing on December 7, 2017. Pursuant to the terms of the settlements and the rules adopted by the New Jersey Council on Affordable Housing, the Township Committee of

the Township of Hopewell adopted Resolution # 17- 411 formally endorsing the amended Third Round Housing Element and Fair Share Plan.

The Township Committee of the Township of Hopewell is required under the terms of the settlements and the rules adopted by the New Jersey Council on Affordable Housing to adopt a Resolution formally endorsing the second amended Third Round Housing Element and Fair Share Plan.

WHEREAS, the purpose of this Resolution is to accomplish the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Hopewell that it herewith endorses the second amended Third Round Housing Element and Fair Share Plan and directs that a certified copy of this Resolution be filed with the Court and forwarded to all parties on the Court's Service List.

Date Adopted: February 26, 2018

CERTIFICATION

I, Laurie Gompf, Municipal Clerk of the Township of Hopewell, hereby CERTIFY that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Hopewell at a duly advertised meeting held on February 26, 2018, at which a quorum was present.



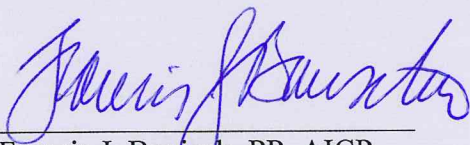
LAURIE E. GOMPF
Municipal Clerk

HOPEWELL TOWNSHIP
MERCER COUNTY, NEW JERSEY

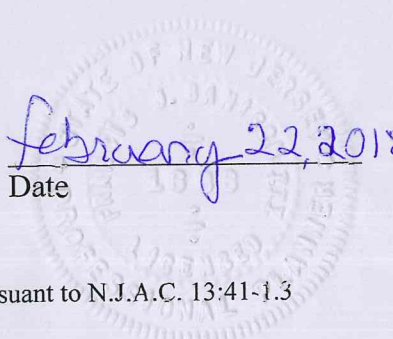
THIRD ROUND
HOUSING ELEMENT
and
FAIR SHARE PLAN

Adopted: November 16, 2017
Adopted as Amended: December 7, 2017
Adopted as Amended: February 22, 2018

Prepared by the
Hopewell Township Planning Board
with assistance from Banisch Associates, Inc.
111 Main Street
Flemington, NJ 08822



Francis J. Banisch, PP, AICP
License No. 1686



February 22, 2018
Date

The original of this document has been signed and sealed pursuant to N.J.A.C. 13:41-1.3

TABLE OF CONTENTS

I.	INTRODUCTION	3
II.	HOUSING ELEMENT	3
A.	INVENTORY OF MUNICIPAL HOUSING UNITS	4
B.	ANALYSIS OF DEMOGRAPHIC CHARACTERISTICS.....	10
C.	SUMMARY OF EMPLOYMENT DATA	15
III.	FAIR SHARE PLAN	17
A.	SUMMARY OF FAIR SHARE PLAN	17
B.	UNITS AND CREDITS ADDRESSING THE PRIOR ROUND.....	17
C.	PRESENT NEED	18
D.	UNITS AND CREDITS ADDRESSING THIRD ROUND PROSPECTIVE NEED.....	18
E.	HOPEWELL TOWNSHIP’S AFFORDABLE HOUSING SITE SELECTION PROCESS.....	20
IV.	SPENDING PLAN	
V.	SITE SUITABILITY INFORMATION	
VI.	DRAFT AFFORDABLE HOUSING ORDINANCE	
VII.	COAH SUBSTANTIAL CERTIFICATION	

I. INTRODUCTION

This Housing Plan Element has been prepared in accordance with the Municipal Land Use Law, specifically N.J.S.A. 40:55D-28b(3), to address Hopewell Township's cumulative housing obligation for the period commencing in 1987 and extending to June 30, 2025. This Plan has also been prepared pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-310 et seq.) which outlines the mandatory requirements for a Housing Plan Element, including an inventory and projection of the municipal housing stock; an analysis of the demographic characteristics of the Township's residents and a discussion of municipal employment characteristics. As required by the New Jersey Fair Housing Act, municipalities that choose to enact and enforce a zoning ordinance are obligated to prepare a Housing Element as part of the community's Master Plan.

The Council on Affordable Housing (COAH) adopted third round rules in 2004 (N.J.A.C. 5:94 Procedural and N.J.A.C. 5:95 Substantive) that were subsequently invalidated by the Appellate Division on January 25, 2007. COAH then adopted modified rules in June 2008 (N.J.A.C. 5:96 Procedural and N.J.A.C. 5:97 Substantive) which, in turn, were followed by additional legal challenges. In a decision issued on October 8, 2010, the Appellate Division invalidated a number of provisions in N.J.A.C. 5:97 including its central component, the "growth share" methodology; a decision later upheld by the New Jersey Supreme Court on September 26, 2013.

COAH again drafted revised third round rules (N.J.A.C. 5:98 Procedural and N.J.A.C. 5:99 Substantive) which were to apply to a period commencing on November 17, 2014. However, COAH deadlocked on a vote to officially adopt the rules at its October 20, 2014 meeting, which resulted in the March 15, 2015 Mt. Laurel IV decision by the N.J. Supreme Court [In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing]. Finding COAH unable to perform the duties assigned it under the law and regulation, the Supreme Court removed COAH from the process, placing jurisdiction back with the courts.

This third round Housing Element and Fair Share Plan for Hopewell Township utilizes the Court-approved affordable housing obligation that resulted from settlement of lawsuits between Hopewell Township, Fair Share Housing Center (FSHC) and a number of interveners. The Township's affordable housing obligation per the settlement is as follows:

Prior Round (1987-1999)	520
Third Round Prospective Need (1999-2025)	1,141
Present Need (Rehabilitation)	0

II. HOUSING ELEMENT

The Municipal Land Use Law, at N.J.S.A. 40:55D-28(d)3 requires a housing plan element to be prepared "...pursuant to section 10 of P.L. 1985, c. 222 (C.52:27D-310), [New Jersey Fair Housing Act] including, but not limited to, residential standards and proposals for the construction and improvement of housing"

Hopewell Township is located in northwestern Mercer County, where it borders the Delaware River and is traversed by Interstate 95. The Township's diverse landscape spans a range from rural in the Sourland Mountain and the Hopewell Valley to suburban in the southern portion of the Township, where regional sewer service is available. It has been this infrastructure that has attracted growth to southern Hopewell, where most of the Township's affordable housing is situated. The Township of Hopewell received substantive certification of its Housing Element and Fair Share Plan from COAH on January 8, 1997.

This first part of this HE/FSP will address the Township's housing stock and demographic characteristics. This is followed by the Fair Share Plan which addresses Hopewell Township's affordable housing obligation.

A. INVENTORY OF MUNICIPAL HOUSING UNITS

The primary sources of information for the inventory of the Township's housing stock are the 2010 U.S. Census Summary File 2 and the 2015 American Community Survey 5-Year Estimates (herein ACS).

It is important to recognize the data limitations when interpreting the two different types of tables in this document. The 2010 SF2 data are specifically for the period around April 2010, and as a hundred percent count are the most precise figures. Limitations include a) a narrow scope confining to basic demographic and housing information, b) no coverage on economic information, and c) out of date (seven years old).

The 2015 ACS data, which represents estimates from a 2011 to 2015 pooled sample, and the 2010 SF3 data (April 2010 sample) provide a wider coverage. However, one should NOT relate the 2011-2015 ACS figures to a single 2015 figure, because the sample estimates are from data collected throughout a five year period.

Table 1 identifies the units in a structure by tenure; as used throughout this Plan Element, "tenure" refers to whether a unit is owner-occupied or renter-occupied. The ACS recorded 6,796 housing units in the Township, of which 6,431 (95.0%) were occupied. Hopewell's housing supply grew by roughly 1,000 units since 2000. The Township's housing stock consists primarily of one-family, detached dwellings (85.9%) and 8.89% of housing units are single-family attached dwellings. The Township has a very low percentage of renter-occupied units (7%) compared to the County (34.2%) and State (33%).

TABLE 1: Units in Structure by Tenure for Occupied Units, 2011-2015

Units in Structure	Occupied Units		
	Total (%)	Owner (%)	Renter (%)
1, detached	85.9%	89.4%	38.1%
1, attached	8.89%	9.1%	5.8%
2	.87%	.3%	8.6%
3 or 4	.16%	0%	2.3%
5 to 9	1.36%	.2%	16.9%
10 to 19	.48%	.5%	0%
20 to 49	.44%	.5%	0%
50 or more	1.9%	0%	28.3%

Source: 2011-2015 American Community Survey 5-Year Estimates, B25032.

Table 2 indicates the year housing units were built by tenure, and Table 3 compares the Township to Mercer County and the State. Four out of five housing units in Hopewell were built after 1950 and less than 14% of owner-occupied units were constructed prior to 1940, as compared to 41% of renter-occupied units.

TABLE 2: Year Structure Built by Tenure for Occupied Units, 2011-2015

Year Built	Total Units	% of Total	Occupied Units	
			Owner	Renter
2010 or later	6	0%	6	0
2000 - 2009	738	11%	600	138
1990 - 1999	1,822	28%	1,770	52
1980 - 1989	705	11%	705	0
1970 - 1979	612	10%	600	12
1960 - 1969	771	12%	720	51
1950 - 1959	601	9%	601	0
1940 - 1949	204	3%	204	0
Pre-1940	972	15%	794	178
Total	6,431	100%*	6,000	431

Source: 2011-2015 American Community Survey 5-Year Estimates, B25036.

*due to rounding

Hopewell Township has a comparatively young housing stock, with nearly 750 units constructed since 2000. Table 3 compares the year of construction for all dwelling units in the Township to Mercer County and the State.

The most striking comparison in the table is that of the percentage of units constructed between 1990 and 1999. The Township had a much higher percentage of units constructed during these years (at 28.3%) compared to the County (9.5%) and the State (9.5%). It also had a somewhat higher percentage of units constructed between 2000 and 2009 (11.0% as compared to 9.2% for Mercer County and 9.4% for the State).

The Township has a newer overall housing stock than both the County and the State, and the percentage of units constructed between 1940 and 1949 and the percentage of those constructed before 1940 were lower than both the County and the State.

TABLE 3: Comparison of Year of Construction for Occupied Units in Township, County, and State, 2011-2015

Year Built	%		
	Hopewell Township	Mercer County	New Jersey
2010 or later	.1%	.9%	1.1%
2000 – 2009	11.5%	9.2%	9.4%
1990 – 1999	28.3%	9.5%	9.5%
1980 – 1989	11%	12.3%	11.8%
1970 – 1979	9.5%	11%	12.9%
1960 – 1969	12%	13.6%	13.8%
1950 – 1959	9.3%	16%	15.8%
1940 – 1949	3.2%	7.2%	7.9%
Pre-1940	15.1%	20.3%	17.1%

Source: 2011-2015 American Community Survey 5-Year Estimates, B25036

Table 4 documents household size in occupied housing units by tenure, and Table 5 documents the number of bedrooms per unit by tenure. Table 4 shows that a greater percentage of renter-occupied units house smaller households (76% have two persons or fewer) as compared to owner-occupied units (54% have two persons or fewer).

TABLE 4: Household Size in Occupied Housing Units by Tenure, 2011-2015

Household Size	Total Units	Owner-occupied Units	Renter-occupied Units
1 person	1,137	947	190
2 persons	2,436	2,298	138
3 persons	1,020	975	45
4 persons	1,229	1,220	9
5 persons	424	385	39
6 persons	158	158	0
7+ persons	27	17	10
Total	6,431	6,000	431

Source: 2011-2015 American Community Survey 5-Year Estimates, B25009

Most of Hopewell Township's housing has 3 bedrooms or more (87%), with owner-occupied units generally larger than rentals. Table 5 demonstrates that most of renter-occupied units had 1-2 bedrooms (269 units) compared with 162 rentals with 3 or more bedrooms.

TABLE 5: Number of Bedrooms per Unit by Tenure for Occupied Units, 2011-2015

Number of Bedrooms	Total Occupied Units	(%) of Total Units	Occupied Units	
			Owner	Renter
No bedroom	0	0%	0	0
1 bedroom	225	3%	72	153
2 bedrooms	606	9%	490	116
3 bedrooms	2,239	35%	2,137	102
4 bedrooms	2,519	39%	2,508	11
5+ bedrooms	842	13%	793	49

Source: 2011-2015 American Community Survey 5-Year Estimates, B25042.

Table 6 compares the Township's average household size for all occupied units, owner-occupied units and renter-occupied units to Mercer County and the State. The Township's average household size for renter-occupied units is lower than those of the County and State, while the average household size for owner-occupied units is higher than that of Mercer County, and nearly equal with that of the State.

TABLE 6: Average Household Size for Occupied Units for Township, County, and State, 2010

Jurisdiction	All Occupied Units	Owner-occupied units	Renter-occupied units
Hopewell Township	2.75	2.80	2.23
Mercer County	2.61	2.71	2.42
New Jersey	2.68	2.79	2.47

Source: 2010 U.S. Census, SF-2,PCT1, HCT5 for Township, County, and State.

As seen in Table 7, the Township had a significantly higher percentage of four or more bedroom units (52.3%) than either the County (27.7%) or the State (25.2%). The Township also had a lower percentage of units with one or fewer bedrooms (3.5%) than the County (15.2%) and the State (16.3%).

TABLE 7: Percentage of Occupied Units by Number of Bedrooms, 2009-2013

Jurisdiction	None	One	Two or Three	Four or More
Hopewell Township	0.0%	3.5%	44.2%	52.3%
Mercer County	1.9%	13.3%	57.1%	27.7%
New Jersey	2.4%	13.9%	58.5%	25.2%

Source: 2011-2015 American Community Survey 5-Year Estimates for Township, County and State, S2504.

The ACS also includes indicators of the condition of the housing stock. These indicators are used by the Council on Affordable Housing (COAH) in calculating a municipality's deteriorated units and indigenous need. In the first two rounds of COAH's fair share allocations (1987-1999), COAH used seven indicators to calculate indigenous need: age of dwelling; plumbing facilities; kitchen facilities; persons per room; heating fuel; sewer; and water. In the proposed Round Three rules, COAH reduced this to three indicators, including the age of the unit (Pre-1940 units in Table 2) and whether there are complete kitchen and plumbing facilities. The Supreme Court upheld this approach in March 2015. ACS defines these features as follows:

Plumbing Facilities – Complete plumbing facilities include hot and cold piped water, a flush toilet, and a bathtub or shower. All three facilities must be located inside the dwelling unit.

Kitchen Facilities – Complete kitchen facilities include a sink with piped water, a range or cook top and oven, and a refrigerator. All three facilities must be located inside the dwelling unit.

Table 8 compares the Township, County and State for the above indicators of housing quality. The Township has almost no units with incomplete plumbing or kitchen facilities.

**TABLE 8: Housing Quality Indicators for Township, County, and State
2011-2015**

Condition	-----%-----		
	Hopewell Township	Mercer County	New Jersey
Complete plumbing facilities	99.8%	99.6%	99.6%
Complete kitchen facilities	99.8%	99.3%	99.2%

Source: 2011-2015 American Community Survey 5-Year Estimates for Township, County and State, S2504.

The complexion of the municipal housing stock is also gleaned from housing values and gross rents for residential units. The ACS summary of housing values presented in Table 9 indicates that the majority of owner-occupied units (79%) are valued between \$300,000 and \$999,999, with 38% of units priced about \$500,000. The median residential housing value in the 2011-2015 ACS was \$464,200.

TABLE 9: Value of Owner Occupied Residential Units, 2011-2015

Value	Number of Units	%
\$0 – 50,000	76	1%
\$50,000 – 99,999	48	1%
\$100,000 – 149,999	109	2%
\$150,000 – 199,999	35	1%

\$200,000 – 299,999	603	10%
\$300,000 – 499,999	2,473	41%
\$500,000 – 999,999	2,263	38%
\$1,000,000 +	393	7%

Note: Median Value \$464,200. 2011-2015 American Community Survey 5-Year Estimates, B25077.

Source: 2011-2015 American Community Survey 5-Year Estimates, B25075.

In 2000, 51% of units rented for more than \$500 and 38% rented for over \$1,000/month. Table 10 indicates that in 2011-2015, nearly 60% of leased housing units rented for \$1,000 or more, and 53% of the units rented for \$1500 or more. No units rented for under \$750. The median gross rent has risen by almost 86% from 2000 to 2011-2015.

TABLE 10: Gross Rents for Renter-Occupied Housing Units, 2011-2015

Monthly Rent	Number of Units	--% (of those who paid rent)--
Under \$200	0	0.0%
\$200 – 299	0	0.0%
\$300 – 499	0	0.0%
\$500 – 749	0	0.0%
\$750 – 999	152	40%
\$1,000 – 1,499	24	6%
\$1,500 or more	200	53%
No rent paid	55	--

Note: Median gross rent for Hopewell Township is \$1548/month, as compared to \$833/month in 2000.

Source: 2011-2015 American Community Survey 5-Year Estimates, B25063.

As seen on Table 11, 43% of renter households earned less than \$50,000 per year, and all of these households were paying more than 35% of their income for rent. At the other end of the spectrum, 37% of households earned more than \$100,000 per year, and all of these households were paying less than 29.9% of their income for rent, with 86% of them paying less than 19.99% of their income for rent. A figure of 30% is considered the limit of affordability for rental housing costs.

TABLE 11: Household Income by Gross Rent as a Percentage of Household Income, 2011-2015

Income	Number of Households	Percentage of Household Income					
		0 – 19.99%	20 – 24.9%	25 – 29.9%	30 – 34.9%	35% +	Not computed
< \$10,000	17	0	0	0	0	0	17
\$10,000 - 19,999	52	0	0	0	0	52	0

\$20,000 - 34,999	78	0	0	0	0	62	16
\$35,000 - 49,999	39	0	0	0	0	0	39
\$50,000 - 74,999	42	17	13	0	0	12	0
\$75,000 - 99,999	42	19	0	11	0	12	0
\$100,000 or more	161	138	13	10	0	0	0

Source: 2011-2015 American Community Survey 5-Year Estimates, B25074.

B. ANALYSIS OF DEMOGRAPHIC CHARACTERISTICS

As with the inventory of the municipal housing stock, the primary sources of information for the analysis of the demographic characteristics of the Township's residents are the 2010 U.S. Census and the 2009-2013 American Community Survey (ACS). These two sources provide a wealth of information concerning the characteristics of the Township's population in 2010.

The 2010 Census indicates that the Township had 17,304 residents, or 1,199 more residents than the 16,105 residents in 2000, representing a population increase of approximately 7.4%. The Township's 7.4% increase in the 2000's compares to a 4.5% increase in Mercer County and a 4.5% increase in New Jersey.

Nearly 60% of Township residents were over 35 in 2010 when the Township had relatively few millennials. The age distribution of the Township's residents is shown in Table 12, broken down by gender. Males outnumbered females in the youngest age groups (0-17) and in the 55-64 age group. Females predominated in all other age groups.

TABLE 12: Population by Age and Sex, 2010

Age	Total Persons	Male	Female
0-4	799	412	387
5 – 17	3,777	1,949	1,828
18 – 34	1,978	981	997
35 – 54	5,808	2,763	3,045
55 – 64	2,493	1,258	1,235
65 +	2,449	1,146	1,303
Total	17,304	8,509	8,795

Source: 2010 U.S. Census, SF 2, PCT3/PCT5.

Hopewell Township is aging, and millennials are in short supply in the Township. As seen in Table 13, the Township had a much lower percentage of its population in the 18-

34 category (11.4%) than both the County (23.7%) and the State (21.3%). The Township also had a higher percentage in the 35-54, 55-64 and 64+ age categories. Consequently, the median age for Hopewell Township was 44.4 as compared to 37.8 for the County and 39.0 for the State. The percentage of persons over 65 nearly doubled since 2000.

**TABLE 13: Comparison of Age Distribution for Township, County, and State
(% of persons), 2010**

Age	Hopewell Township	Mercer County	New Jersey
0-4	4.6%	5.9%	6.2%
5 – 17	21.8%	16.8%	17.3%
18 – 34	11.4%	23.7%	21.3%
35 – 54	33.6%	29.3%	29.8%
55 – 64	14.4%	11.7%	11.9%
65 +	14.2%	12.6%	13.5%
Median	44.4	37.8	39.0

Source: 2010 U.S. Census, SF 2 for Township, County and State, PCT3/PCT5.

Table 14 provides the 2010 Census data on household size for the Township, while Table 15 compares household sizes in the Township to those in Mercer County and the State. The Township had fewer 1-person households and more 3- and 4-person households than the County and the State. The average number of persons per household was 2.75.

TABLE 14: Persons in Household, 2010

Household Size	Number of Households
1 person	1,118
2 persons	2,100
3 persons	1,194
4 persons	1,214
5 persons	483
6 persons	128
7 or more persons	45
Total Households	6,282

Source: 2010 U.S. Census, SF 2, PCT20/HCT6.

**TABLE 15: Comparison of Persons in Household for Township, County, and State
(% of households)**

Household Size	Hopewell Township	Mercer County	State
1 person	17.8%	26.9%	25.2%
2 persons	33.4%	29.9%	29.8%
3 persons	19.0%	17.0%	17.4%
4 persons	19.3%	15.1%	15.7%
5 persons	7.7%	6.6%	7.2%

6 persons	2.0%	2.5%	2.7%
7 or more persons	0.7%	1.8%	1.9%
Persons per household	2.75	2.61	2.68

Source: 2010 U.S. Census, SF 2 for Township, County and State, PCT20/HCT6.

Table 16 presents a detailed breakdown of the Township's population by household type and relationship. There were 4,928 family households in the Township (78.4% of total households) and 1,354 non-family households (householder living alone or with non-relative). The percentage of family households dropped slightly from 2000 to 2010, as 80% of households were family households in 2000.

In terms of the proportion of family and non-family households, the Township had more family households than the County and the State (78.4% for the Township, 67.2% for the County, and 64.6% for the State) in 2010.

TABLE 16: Persons by Household Type and Relationship, 2010

	Total
In family Households:	15,630
Householder	4,928
<i>Spouse</i>	4,339
Child	5,711
Other relatives	485
Nonrelatives	167
In Non-Family Households:	1,664
Male householder:	556
Living alone	425
Not living alone	131
Female householder:	798
Living alone	693
Not living alone	105
atives living with householder	310
In group quarters:	10
Institutionalized:	0
Nursing facilities/skilled nursing facilities	0
Mental (psychiatric) hospitals	0
Other institutions	0
Non-institutionalized	10
Group homes for adults	10
Other non-institutional facilities	0

Source: 2010 U.S. Census, SF 2, PCT22/PCT 28 and PCT38/39.

Hopewell has more wealth and less poverty than Mercer County and New Jersey. Table 17 provides 2011-2015 income data for the Township, County and State. The Township's per capita and median household and median family incomes were significantly higher than those for the County and State. The definitions used for households and families in

Table 17 are similar to those identified in the description for Table 16, so that the household figure in Table 17 includes families. By way of comparison, in the 2000 Census, Hopewell's per capita income jumped to 49% (almost \$21,802) from \$43,947 to \$65,749. Increases for the County and State were modest (roughly 1/3).

TABLE 17: 2011-2015 Income for Township, County, and State

Jurisdiction	Per Capita Income (\$)	Median Income (\$)	
		Households	Families
Hopewell Township	65,749	141,003	158,385
Mercer County	37,680	72,804	94,908
New Jersey	36,582	72,093	88,335

Source: 2011-2015 American Community Survey 5-Year Estimates for Township, County and State, DP03 and S1901.

Table 18 addresses the lower end of the income spectrum, providing data on poverty levels for persons and families in 2009-2013. The determination of poverty status and the associated income levels is based on the 2013 cost of an economy food plan and ranged from an annual income of \$11,770 for a one-person family to \$40,898 for an eight-person family (three-person family is \$20,090). Many federal programs, including food stamps, use the economy food plan as the determining guideline. According to the data in Table 18, the Township has a lower proportion of persons and families qualifying for poverty status than the County or State.

Since 2000, the percentage of persons and families in poverty status increased across the board, the Township's increase for families in poverty was less dramatic than the increases seen in the County and State. Table 18 also compares poverty status from the 2000 Census to poverty status from the 2011-2015 ACS for the Township, County and State.

TABLE 18: Comparison of Poverty Status for Persons and Families for Township, County, and State, 1999 to 2011-2015
(% with 1999 or 2011-2015 income below poverty)

Jurisdiction	Persons (%)		Families (%)	
	1999	2011-2015	1999	2009-2013
Hopewell Township	1.1%	1.9%	0.9%	1.3%
Mercer County	8.6%	11.5%	5.9%	8%
New Jersey	8.5%	10.8%	6.3%	8.2%

Source: 2011-2015 American Community Survey 5-Year Estimates for Township, County and State, DP03; 2000 U.S. Census, SF-3 for Township, County and State, DP-3

A variety of interesting insights into an area's population can be gathered from the ACS, which includes a vast array of additional demographic data. For example, Table 19 provides a comparison of the percent of persons who moved into their current homes prior to 2000; this is a surrogate measure of the mobility/stability of a population. These data indicate that the percentage of current Township residents residing in the same house in 2011-2015 as in

2000 exceeds that of the County and State.

TABLE 19: Resided in Current Dwelling prior to 2000 for Township, County and State, 2011-2015

Jurisdiction	Percent living in dwelling prior to 2000
Hopewell Township	48.7%
Mercer County	35.1%
New Jersey	36.3%

Source: 2009-2013 American Community Survey 5-Year Estimates for Township, County and State, DP04.

Hopewell's population is comparatively quite well educated, as seen on Table 20. While the percentage of residents with a high school diploma or higher exceeds that of the County and State, the percentage with a bachelor's degree or higher far exceeds that of the County and the State. The figures for the Township have increased since 2000, when 94% of residents had a high school degree or higher and 66.8% had a bachelor's degree or higher.

**TABLE 20: Educational Attainment for Township, County and State Residents, 2011-2015
(Persons 25 years and over)**

Jurisdiction	Percent (%) high school graduates or higher	Percent (%) with bachelor's degree or higher
Hopewell Township	94.6%	66.8%
Mercer County	87.4%	39.6%
New Jersey	88.6%	36.8%

Source: 2011-2015 American Community Survey 5-Year Estimates for Township, County and State, S1501.

The ACS also provides data on the means of transportation which people use to reach their place of work. Table 21 compares the data for the Township, County, and State relative to driving alone, carpooling, using public transit, and using other means of transportation. A lack of public transit here virtually assures that a relatively high percentage of workers will drive alone, and a relatively low percentage of workers who carpool or use transit. Of the 9.9% using other means, 8.1% work from home and 1.1% walk to work.

**TABLE 21: Means of Transportation to Work for Township, County and State Residents, 2011-2015
(Workers 16 years old and over)**

Jurisdiction	Percent who drive alone	Percent in carpools	Percent using public transit	Percent using other means
Hopewell Township	79.9%	4.4%	5.8%	9.9%
Mercer County	72.2%	9.6%	8.1%	10.2%
New Jersey	71.9%	8.1%	11.1%	9%

Source: 2011-2015 American Community Survey 5-Year Estimates for Township, County and State, DP03.

C. SUMMARY OF EMPLOYMENT DATA

The ACS provides detailed information on a municipality's resident population regarding their means of employment. Nearly 2/3 of Hopewell Township residents are in management, business, science and arts occupations. Employment characteristics are described in two ways: first, by occupation, which is the type of work the employee performs; and second, by industry, or the type of business in which the employee works. Table 22 provides data for these two characteristics.

TABLE 22: Selected Employment Characteristics of Resident Population, 2011-2015

Employed civilian population 16 years and over	9,206	
OCCUPATION		
Management, business, science, and arts occupations	6,010	65.3%
Service occupations	967	10.5%
Sales and office occupations	1,465	15.9%
Natural resources, construction, and maintenance	500	5.4%
Production, transportation, and material moving	264	2.9%
INDUSTRY		
Agriculture, forestry, fishing and hunting, and mining	178	1.9%
Construction	488	5.3%
Manufacturing	762	8.3%
Wholesale trade	254	2.8%
Retail trade	458	5%
Transportation and warehousing, and utilities	120	1.3%
Information	304	3.3%
Finance and insurance, and real estate and rental and	996	10.8%
Professional, scientific, and management, and administrative and waste management services	1,306	14.2%
Educational services, and health care and social assistance	2,840	30.8%
Arts, entertainment, and recreation, and accommodation and food services	602	6.5%
Other services, except public administration	421	4.6%
Public administration	477	5.2%

Source: 2011-2015 American Community Survey 5-Year Estimates, DP03.

Table 23 identifies the types of industries that are found within the municipality. Unfortunately, for Hopewell Township, data from the New Jersey Department of Labor

and Workforce Development is incomplete and does not provide an accurate picture of the distribution of employment opportunities between industries.

TABLE 23: Employment and Wages by Industry, Hopewell Township, 2016

	Average Annual Units	Average Annual Employment	Average Annual Wages
Agriculture	3	25	\$25,327
Construction	17	45	\$52,888
Manufacturing			
Wholesale trade			
Retail trade	6	46	\$17,327
Transportation and warehousing			
Information			
Finance and insurance			
Real estate			
Professional and technical	16	542	\$197,652
Management			
Administrative and waste remediation	25	223	\$34,293
Education			
Health care and social assistance	6	68	\$24,542
Arts and entertainment	6	68	\$20,379
Accommodations and food service	4	67	\$25,360
Other services	17	39	\$18005
Unclassified			
PRIVATE SECTOR TOTAL			
FEDERAL GOVERNMENT TOTAL	1	3	\$56,512
LOCAL GOVERNMENT TOTAL	2	145	\$63,337
STATE GOVERNMENT TOTAL	1	7	\$77,053

Source: N.J. Depart of Labor and Workforce Development, Office of Research and Information, Quarterly Census of Employment and Wages, Annual Municipal Data by Sector, 2016 Fourth Quarter.

DP = Data do not meet publication standards

III. FAIR SHARE PLAN

A. SUMMARY OF FAIR SHARE PLAN

A Fair Share Plan is defined as a “...*plan or proposal, which is in a form that may readily be converted into an ordinance, by which a municipality proposed to satisfy its obligation to create a realistic opportunity to meet its fair share of low and moderate income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low and moderate income housing...*”¹

This Fair Share Plan utilizes the Court-approved affordable housing obligation for Hopewell Township which are as follows:

Prior Round (1987-1999)	520
Third Round Prospective Need (1999-2025)	1,141
Present Need (Rehabilitation)	0

B. UNITS AND CREDITS ADDRESSING THE PRIOR ROUND

Table 24 indicates the sources of units and credits applied against the 520-unit prior round as it was presented to the Court.

Table 24: Affordable Units and Bonus Credits Applied to Prior Rounds (1987-1999)				
Sources of Units/Credits	Units	Bonus	Reduction	Total
Substantial Compliance			46	46
Regional Contribution Agreement				
Trenton	198			198
Alternative Living Arrangements				
CIFA group home	4	4		8
Community Options	4	4		8
Homefront	3	3		6
Wrick Avenue	1			1
Minnietown Lane	2			2
Project Freedom	72	72		144
Accessory Apartments	1			1
100% Affordable Housing Developments				
Hopewell Gardens	100	15		115
Inclusionary Housing Developments - Constructed				
Brandon Farms	135			135
Pennington Pointe	5			5
Total	525	98	46	669

¹ N.J.A.C. 5:93-1.3

Hopewell Township delivered a total of 525 units during this period and qualified for a total of 669 affordable housing credits after application of the 46-unit substantial compliance reduction and 98 rental bonus credits. This total provides 149 excess credits to the third round. Limits on the number of age-restricted units are being calculated on a cumulative basis for the period 1987-2025 and are described in the third round compliance discussion below.

C. PRESENT NEED

The Township does not have a present need (rehabilitation) obligation.

D. UNITS AND CREDITS ADDRESSING THIRD ROUND PROSPECTIVE NEED

As shown in Table 25, Hopewell Township will address the 1,141-unit third round obligation with a combination of 851 affordable units and 316 rental bonus credits. Of the 851 affordable units, 198 have already been constructed (49 @ Hopewell Gardens plus 149 excess over prior round). Thus, going forward, zoning for an additional 653 affordable units will completely satisfy the 1,141-unit third round obligation.

Table 25: Affordable Units and Bonus Credits Applied to Third Round Obligation			
Sources of Units/Credits	Units	Bonus	Total
Prior Round Surplus	149		149
100% Affordable Housing Developments			
Hopewell Gardens	49		49
Inclusionary Housing Developments - Proposed			
Zaitz	78	78	156
CF Hopewell	430	185	615
CF Hopewell/Capital Health*	35		35
Woodmont	48	48	96
BMS**	50		50
Enourato	12	5	17
Total	851	316	1,167

* Medicaid beds

**The Settlement Agreement with Fair Share Housing Center requires a midpoint realistic opportunity review. Should the 50 affordable housing unit opportunity included in this plan for BMS campus not be realized, Hopewell Township is obliged to revise the plan to demonstrate compliance using other sites.

SUMMARY:

Total affordable units per settlement	1,167
Prior Round Surplus	149
Hopewell Gardens Rental Bonus	49
<u>Third Round Rental Bonus</u>	<u>316</u>
Affordable Units to be Constructed	653

As part of meeting this obligation, affordable units will be required to satisfy the following parameters:

1. Rental Unit Obligation

The municipal rental obligation, a required component of meeting the fair share obligation, is calculated at 25 percent of the prospective need. This calculation results in a requirement for 130 rental units for the prior round ($520 \times .25$) and 285 affordable rental units in the third round ($1,141 \times .25$) for a total of 415 rentals for the period 1987-2025.

As seen in Table 26, there are a total of 184 rental units provided for the prior round, where 130 are required.

Table 26: Units Addressing Prior Round Rental Obligation			
Sources of Units/Credits	Senior rentals	Family rentals	Group homes
Alternative Living Arrangements			
CIFA group home			4
Community Options			4
Homefront			3
Project Freedom		72	
Accessory Apartments		1	
100% Affordable Housing Development			
Hopewell Gardens	85		15
TOTALS	85	73	26

With regard to the obligation to provide affordable rental units in the third round, where 285 are required, this plan provides a total of 445 rental units applicable to the third round, as seen on Table 27.

Table 27: Units Addressing Third Round Rental Obligation		
Sources of Units/Credits	Senior Rentals	Family Rentals
Inclusionary Housing Developments - Proposed		
Zaitz		78
CF Hopewell		185
CF Hopewell/Capital Health	35	
Woodmont		48
BMS	50*	
Hopewell Gardens	49	
TOTAL	134	311
*May be senior or family units		

2. Family Units

At least 50% of the third round prospective need units must be available to families (not age restricted or group home units), requiring at least 571 family units/credits ($1,141 / 2$). The only non-family units in the third round plan are the potential age restricted units. The third round compliance plan includes a potential total of 224 age-restricted units, 51 units below the 285 unit third round cap as noted below. When these 224 units are subtracted from the 851 actual units to be developed under the third round plan, there will be a total of 627 family units.

3. Low-Moderate Split and Very-Low Income Obligation

No more than 50% of the prospective need affordable units will be moderate income units and at least 50% of the prospective need affordable units will be affordable to low income and very low income households. Additionally, 13% of the prospective need units must be affordable to very low income households (less than 30% median income). The settlement agreements with inclusionary developers require this low-moderate split and these very low income units.

4. Age-restricted Units

Combining the prior round age-restricted cap (80 units) and the third round age-restricted cap (285 units) yields a combined prior and third round age-restricted cap of 365 units. The third round plan includes at least 94 age-restricted units, with the potential for 15 additional Medicaid beds in the CF Hopewell /CF Hopewell/Capital Health Systems CCRC facility, 65 additional age-restricted units in the various CF Hopewell inclusionary developments, and 50 potentially age-restricted units on the BMS site. The prior round and third round cumulative number of potential age-restricted units is 314 units - 51 units below the cumulative age-restricted cap.

5. Rental Bonus Credits

Rental bonus credits are applied as provided in N.J.A.C. 5:93-5.1, which permits bonus credits for rental units up to 25% of the prospective need. For the prior round this rule allowed up to 130 bonus credits and for the third round the total is 285 units. The combined potential for rental bonus credits is thus 415 for both rounds. As seen on Tables 24 and 25, a total of 415 bonuses have been applied.

E. HOPEWELL TOWNSHIP'S AFFORDABLE HOUSING SITE SELECTION PROCESS

Suitable Sites - Hopewell Township's Planning Board examined site suitability of those lands in the Township that could qualify for inclusionary zoning according to COAH criteria. Each of the compliance sites included in the settlement is:

- Approvable by all agencies with jurisdiction
- Available for development with unencumbered title
- Developable with access to water and sewer and within an existing or planned sewer service area
- Suitable - adjacent to compatible land uses, streets and consistent with the environmental policies of N.J.A.C. 5:93-4

Compliance sites included in this Fair Share Plan consist largely of developable uplands, although there are fingers of wetlands and/or stream corridors that affect these sites to a limited degree. Development standards will be crafted to permit the full extent of the development authorized by the settlements.

Additionally, Hopewell Township's compliance sites are well situated to accommodate the inclusionary developments from several perspectives, as noted below.

Geographic distribution – Five of the six compliance sites are distributed across the Township from east to west within the regional Sewer Service Area. The sixth site is the Bristol Meyers Squibb (BMS) campus, which this pharmaceutical giant has announced will be closed. Given the likelihood that the site will be redeveloped for uses other than the permitted industrial uses, affordable housing will also be provided in this redevelopment node.

Traffic Access – Each of the compliance sites has advantageous traffic access as follows:

Compliance Site	Highway Access
CF Hopewell and Capital Health	Dualized 4-lane highway access to the site and direct access to Scotch Road interchange with 1-95
Enourato	Direct access to Route 31
Zaitz et als.	Direct access to Route 31 and County Route 546
Woodmont	Direct access to Federal City Road and the interchange with 1-95
BMS	Direct access to County Route 624 and Titus Mill Road

Compatible Land Uses – The neighborhoods where the proposed inclusionary developments are planned will be suitable for residential living, and include the following land uses:

Compliance Site	Neighborhood Character
CF Hopewell/ Capital Health (East Side)	Research, Offices, Hospital and Medical Offices
CF Hopewell (West Side)	Farmland (north and south), single family residential (west and south), Hospital and Offices (east)
Enourato	Professional offices (south), cluster housing (east), tree service (north), open space (west across Rt. 31)
Zaitz et als.	Commercial (east), moderate density residential (west and north), open space (south)
Woodmont	Low and moderate density residential, church, offices
BMS	Low and moderate density residential, research, offices

CHAPTER IV

SPENDING PLAN

HOPEWELL TOWNSHIP

MERCER COUNTY

Affordable Housing Trust Fund Spending Plan

Adopted 12-7-17

OVERVIEW

Hopewell Township has enacted a development fee ordinance that was approved by the Council on Affordable Housing (COAH) on December 20, 2004. This spending plan is prepared in accordance with N.J.A.C. 5:94-6.2(c) and 6.5 and includes the following:

1. Projection of revenues anticipated from imposing fees on development, based on actual proposed and approved developments and historic rate of development activity.
2. A description of the administrative mechanism that the municipality will use to collect and distribute revenues.
3. A description of the anticipated use of all development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, pursuant to N.J.A.C. 5:94-6.12, repayment of loans for rehabilitation or affordability assistance, and voluntary contributions.
4. A schedule for the creation and/or rehabilitation of housing units.
5. If the municipality is including a municipally sponsored or 100 percent affordable program, a new construction alternative living arrangement or an affordable housing partnership program, a pro-forma statement of the anticipated costs and revenues associated with the development.
6. The manner in which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan.

At present, Hopewell Township has \$ in its affordable housing trust fund. All development fees collected and interest generated by the fees are deposited in a separate interest-bearing account in Wachovia Bank for the purposes of affordable housing.

This document is organized into five sections that address the standard information required by N.J.A.C. 5:97-8.10. A process describing the collection and distribution procedures for barrier free escrow funds pursuant to N.J.A.C. 5:97-8.5 is detailed separately within the Affordable Housing Ordinance.

Hopewell Township 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) (N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:92 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by COAH on March 14, 1994 and adopted by the municipality on May 2, 1994. The ordinance establishes the Hopewell Township affordable housing trust fund for which this spending plan is prepared.

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 Wachovia Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

Hopewell Township first petitioned COAH for substantive certification February 21, 2005 and received prior approval to maintain an affordable housing trust fund on March 14, 1994. As of November 14, 2017, Hopewell Township has collected \$9,484,005.16 in developer fees, which with interest and other income has generated a Housing Trust Fund total of \$12,288,254. The Township has expended \$12,208,254.24 to date on affordable housing activities, resulting in a balance of \$79,570.03.

1. REVENUES FOR CERTIFICATION PERIOD

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

- (a) Development fees projected on the basis of fees paid since 2007.
- (b) Payment in lieu (PIL).
- (c) Other funding sources.
- (d) Projected interest.

For 2017 (through November 2) the total of Housing Trust Fund fees collected was \$128,234. This equates to an annual total of around \$150,000. Viewed historically, development fee income has ranged from a high of \$1,395,996 in 2001 to a low of \$36,012 in 2011.

Since 2007, development fees totaling \$1,749,921 were collected, but the Township only retained \$1,142,883 after repayment of the fee collected from Capital Health System. As a result, the average annual development fee revenue totaled roughly \$175,000 since 2007. Assuming a similar rate of payment between now and 2025 will produce an additional \$1,575,000 plus interest of roughly \$23,625, as seen on Table 1.

Hopewell Township's compliance plan provides for inclusionary residential development to meet the Township's affordable housing obligation. As a result, major developments that will occur according to the rezonings will not be required to pay development fees.

Hopewell Township projects a total of \$ 1,598,625 in revenue to be collected between January 1, 2017 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.

Table 1
Projection of Development Fee Revenue and Interest

SOURCE OF FUNDS	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
(a) Development fees:										
1. Approved Development										
2. Development Pending Approval										
3. Projected Development fees	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$1,575,000
(b) Payments in Lieu										
(c) Other Funds										
(d) Interest @1.5%	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2,625	\$2, 625	\$2,625	\$23,625
Total	\$177,625	\$177,625	\$177,625	\$177,625	\$177,625	\$177,625	\$177,625	\$177,625	\$177,625	\$1,598,625

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

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

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Hopewell Township's development fee ordinance for both residential and 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 development fee revenues:

Distribution of development fees shall be based upon the Township's approved Spending Plan. Each expenditure shall be authorized by a Resolution of the Governing Body prior to issuance of the funds by the Finance Office.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

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

Hopewell Township has not proposed rehabilitation or new construction programs as part of the Round 3 compliance plan, but will be open to rehabilitation activity if qualifying units and households are identified during the period of repose.

(b) Affordability Assistance (N.J.A.C. 5:97-8.8)

Table 2 Affordability Assistance		
Housing Trust Fund Balance as of November 14, 2017		\$ 79,570.03
Development fees projected for 2017-2025	+	\$1,575,000
Interest projected for 2017-2025	+	\$ 23,625
Total	=	\$1,678,195.03
30 percent requirement	x 0.30 =	\$ 503,458
PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2017 through 12/31/2025	=	\$ 503,458
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2017 through 12/31/2025	÷ 3 =	\$ 167,819

As seen on Table 2, Hopewell Township will dedicate at least 30% of the total of future development fees and interest from the affordable housing trust fund to render units more affordable, a total currently estimated at \$503,458. Additionally, one-third of this total, currently estimated at \$167,819, will be used to render units more affordable to households earning 30 percent or less of median income by housing region.

Hopewell Township will provide Association Fee assistance and mortgage buy-ins to avoid foreclosure as well as assistance to renters (e.g.- security deposit assistance).

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

Administrative expenditures are subject to a 20 percent cap. Hopewell Township projects that within the cap \$319,725 will be available from the affordable housing trust fund to be used for administrative purposes.

4. EXPENDITURE SCHEDULE

Hopewell Township intends to use at least 30% of affordable housing trust fund revenues for affordability assistance to aid in the occupancy of for sale and rental units. In the event that units in need of rehabilitation and occupied by low and or moderate income households are found to be deficient, trust fund monies may be expended for this purpose.

5. EXCESS OR SHORTFALL OF FUNDS

There are no programmed expenditures for creation of affordable housing since the full compliance plan is being implemented through inclusionary development. Excess funds above the amount necessary to satisfy the municipal affordable housing obligation will be used for administration, affordability assistance and buy down programs.

6. BARRIER FREE ESCROW

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

SUMMARY

Hopewell Township intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the housing element and fair share plan dated November 2008.

Hopewell Township has a balance of \$79,570.03 as of November 14, 2017 and anticipates an additional \$1,598,625 in revenues before the expiration of repose for a total of \$1,678,195.03. The municipality will dedicate at least \$503,458 to render units more affordable, and \$319,725 to administrative costs. Since there are no housing programs in the Township's compliance plan that will require the use of funding from the housing trust fund, there will be no need to cover any shortfall of funds. The municipality will dedicate excess funds toward affordability assistance, rehabilitation or other activities to preserve the affordability of existing affordable units.

SPENDING PLAN SUMMARY	
Balance as of November 14, 2017	\$ 79,570
PROJECTED REVENUE July 18, 2008-2018	
Development fees	+ \$1,575,000
Payments in lieu of construction	+ \$
Other funds	+ \$
Interest	+ \$ 23,625
TOTAL REVENUE	= \$1,678,195
EXPENDITURES	
Funds used for Rehabilitation	-
Affordability Assistance	- \$503,458
Administration	- \$319,725
TOTAL PROJECTED EXPENDITURES	= \$823,183
EXCESS FUNDS FOR ADDITIONAL HOUSING ACTIVITY	= \$855,012

CHAPTER V
SITE SUITABILITY INFORMATION

CF HOPEWELL CC&L, LLC



TOWNSHIP OF HOPEWELL

MERCER COUNTY

SITE SUITABILITY INFORMATION

CF Hopewell Tract

November 19, 2017

Page 1 of 2

Block: 91
Lots: 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961
Block: 93
Lot: 3.01, 5.01, 5.02 and 6.01
Address: Scotch Road
Present Owner of Record: CF Hopewell CC&L, LLC, Hopewell Township, CHS

Existing Zoning: Block 91 - OP (All Block 91 Lots)
Block 93 - OP (Lot 6.01 only) and VRC

Proposed Zoning: Block 91 – IPD-2 (Lots 3.11 and 3.95 only)
Block 91 – IPD-3 (Lots 3.14, 3.161, 3.181, 3.191, 3.22 and 3.961)
Block 93 – IPD-1 (All Lots)

Planning Area: PA2, PA3

Sewer Service: ELSA (Included in existing sewer service area)
Water Service: Trenton Water (Included in existing franchise area)

SITE SUITABILITY

Gross Lot Area: 61.40 Acres
Constrained Areas: 5.3 Acres
Net Area for Development 56.10 Acres

- CF Hopewell CC&L, LLC in an Intervener. See attached settlement of litigation dated 6/12/17
- Block 93, Lot 5.01 and 5.02 owned by Hopewell Township. Lot 5.02 is leased to HomeFront. Both lots will be transferred to CF Hopewell CC&L, LLC and are to be used for inclusionary development.

Site Suitability Information

November 19, 2017

Page 2 of 2

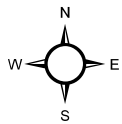
- Schedule

DEVELOPMENT PROCESS ACTION	DATE ANTICIPATED TO BEGIN	DATE ANTICIPATED TO BE COMPLETED
Redevelopment Plan Approval	11/13/17	11/27/17
Phase 1 (CCRC and Apartments)		
Development Approvals		
Building Permits		
Occupancy		10/2025
Phase 2		

Environmental Constraints
Block 91; Lots 3.11, 3.14,
3.161, 3.181, 3.191, 3.22,
3.95, 3.961
&
Block 93; Lots 3.01, 5.01, 6.01
Portion of
Hopewell Township
Mercer County, NJ
November 2017

Legend

-  Subject Properties
-  Water
-  Wetlands
-  50' Wetlands Buffer
-  Slopes Greater than 15%

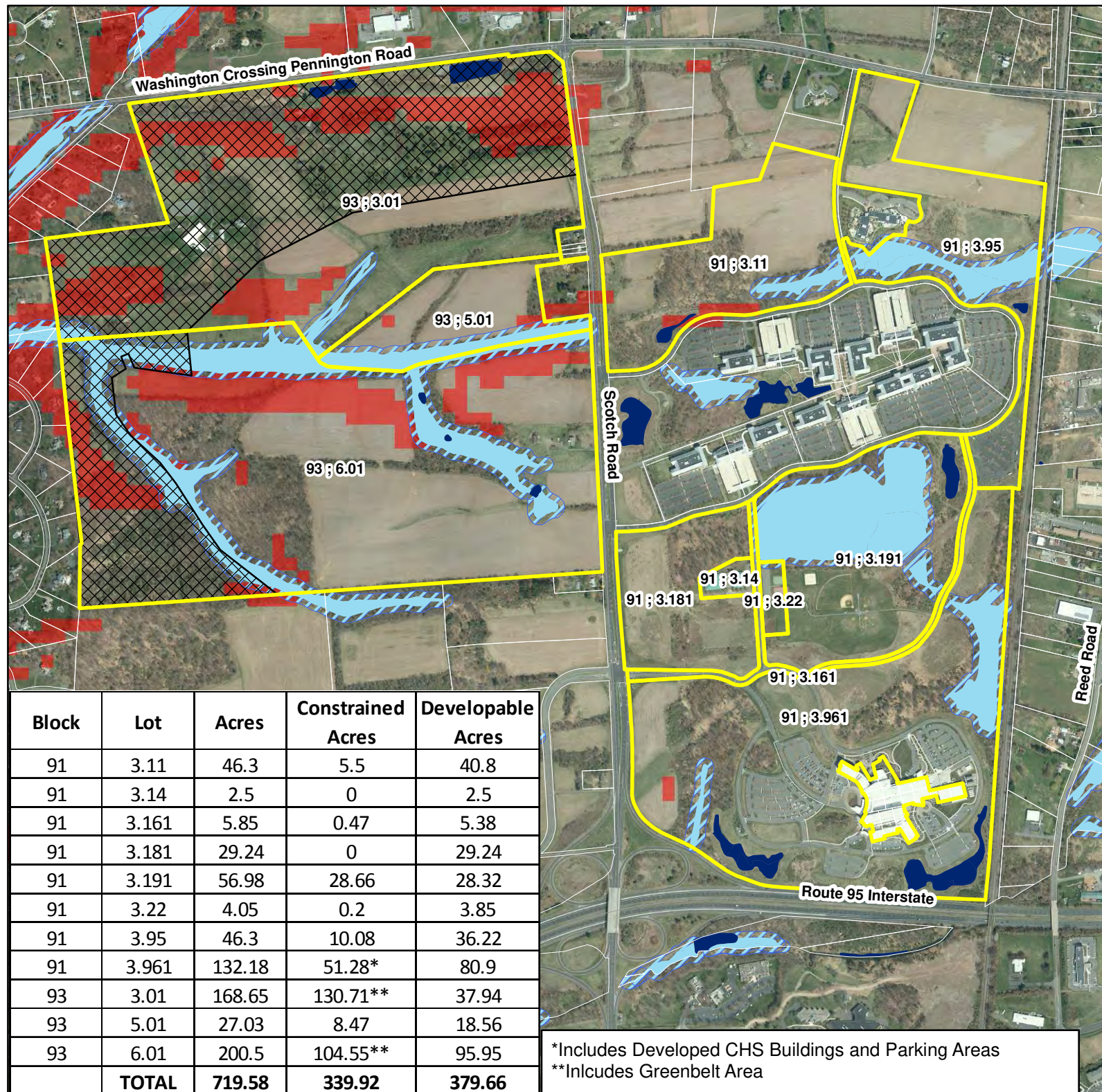


0 500 1,000
 Feet

Data Sources:
 NJGIN Parcels 2011
 NJDOT Roadway Network
 NJOGIS 2015 Aerial Photography
 NJDEP 2012 Land Use/Land Cover
 NJDEP 10 Meter DEM's
 FEMA Floodzones

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.

BANISCH
 ASSOCIATES, INC.
 Planning and Design



**TOWNSHIP OF HOPEWELL,
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 17-

AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR BLOCK 91, LOTS 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 AND 3.961 AND BLOCK 93, LOTS 3.01, 5.01 AND 6.01, KNOWN AS THE CF HOPEWELL AREA IN NEED OF REDEVELOPMENT, IN ACCORDANCE WITH N.J.S.A. 40A:12A-7 AND AMENDING CHAPTER XVII, "LAND USE AND DEVELOPMENT," ARTICLE VIII, "ZONING-GENERAL PROVISIONS," SECTION 17-138.b, "ZONING DISTRICTS" TO ADD SUB-PARAGRAPH 23 TO THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL

WHEREAS, the Township Committee of the Township of Hopewell, County of Mercer, directed the Planning Board to undertake a preliminary investigation as to whether certain areas within the municipality met the statutory criteria for declaring the lands an area in need of redevelopment on May 8, 2017 as memorialized in Resolution No. 17-173; and

WHEREAS, the Planning Board of the Township of Hopewell, County of Mercer conducted the preliminary investigation to determine if Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 and Block 93, Lots 3.01, 5.01 and 6.01 the "CF Hopewell Area" met one or more of the criteria for such designation pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, the Planning Board, after the conclusion of a public hearing held on July 27, 2017, adopted Resolution No. 17-012 finding and concluding that the CF Hopewell Area satisfies the criteria for redevelopment area designation set forth in N.J.S.A. 40A: 12A-5c, 5d, 5e and 5h and recommending to the Township Committee that the study area was an area in need of redevelopment; and

WHEREAS, the Township Committee favorably received the recommendation of the Planning Board and by the adoption of Resolution No. 17-012, dated July 27, 2017, established the CF Hopewell Redevelopment Area, among others; and

WHEREAS, Resolution No. 17-012 also authorized the preparation of a redevelopment plan for any portion or the entirety of the area in need of redevelopment; and

WHEREAS, the Township Committee finds that the redevelopment plan adopted herein is designed to implement a comprehensive redevelopment strategy to overcome blighting conditions in the CF Hopewell Area and is intended to improve the quality of life of the residents, landowners, business owners and visitors thereto to the Township of Hopewell through new investment for business and job creation; and

WHEREAS, the Township Committee desires to adopt the Redevelopment Plan for Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 and Block 93, Lots 3.01, 5.01 and 6.01 dated November, 2017, attached hereto and known as the CF Hopewell Redevelopment Plan which is designated as Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 and Block 93, Lots 3.01, 5.01 and 6.01 on the tax assessment maps of the municipality.

NOW, THEREFORE BE IT ORDAINED, that the Township Committee of the Township of Hopewell adopts the following provisions:

Section 1. Adoption of the CF Hopewell Redevelopment Plan. The

Township Committee hereby adopts the CF Hopewell Redevelopment Plan, dated November 2017, prepared by Francis J. Banisch AICP/PP, and hereby adopted by reference and incorporated into this ordinance as if sent forth at length.

Section 2. Establishment of the Redevelopment Ordinance Title. This ordinance may be known and cited as, “The CF Hopewell Redevelopment Ordinance of the Township of Hopewell, Mercer County, New Jersey”.

Section 3. Purpose and Intent. The purpose and intent of this ordinance is to further the following goals and objectives.

- A. To return the property to productive use through the efforts of private capital and ownership.
- B. To provide appropriate development standards to guide and facilitate the redevelopment of the CF Hopewell Area in a manner consistent with the overall redevelopment goal;
- C. To encourage high quality architectural design and construction of new buildings within the redevelopment area;
- D. To utilize “green” building techniques and sustainable design features in both the site design and commercial building design consistent with the goals and objectives of the Hopewell Township Master Plan

Section 4. Redevelopment Authority. The Township Committee shall act as the “Redevelopment Authority” pursuant to N.J.S.A. 40A-12A-4.c for purposes of implementing the CF Hopewell Redevelopment Plan and carrying out redevelopment projects. In doing so, the Township Committee shall have all of the powers set forth in N.J.S.A. 40A:12A-8 to effectuate its duties and responsibilities in the execution and implementation of the redevelopment plan.

Section 5. Annual Reports. Pursuant to the requirements of N.J.S.A. 40A:12A-43, the municipality shall submit an annual report to the Commissioner of the Department of Community Affairs of the State of New Jersey indicating the name, location and size of all projects undertaken in the redevelopment area.

Section 6. Section 17-138.b of the Land Use and Development Ordinance of the Revised General Ordinances of the Township of Hopewell shall be amended to add paragraph 23, as follows:

- 23. The official zoning map of the Township of Hopewell was amended on November 27, 2017 [such date being the date of the final passage of this ordinance] to designate Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 and Block 93, Lots 3.01, 5.01 and 6.01 known as the CF Hopewell Redevelopment Area pursuant to N.J.S.A. 40A:12A-7.c.

Section 7. Continuation. In all other respects, the Code of the Township of Hopewell shall remain unchanged.

Section 8. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 9. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Township of Hopewell, then the restriction which imposes the greater limitation shall be enforced.

Section 10. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 11. Enactment. This Ordinance shall take effect after final passage and publication in the manner prescribed by law.

Date Introduced:
Date Advertised:
Date Adopted:

Kevin D. Kuchinski
Mayor

Attest:

Laurie E. Gompf
Municipal Clerk

Redevelopment Plan

for

Block 91

Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961

and

Block 93

Lots 3.01, 5.01 and 6.01

Hopewell Township
Mercer County

November 2017

Prepared by:
Hopewell Township Committee
With Assistance from:
Banisch Associates, Inc.

Table of Contents

1.	INTRODUCTION	3
1.1	BASIS FOR THE PLAN	3
1.2	REDEVELOPMENT PLANNING PROCESS	3
1.3	OVERVIEW OF REDEVELOPMENT AREA	5
1.4	OVERVIEW OF REDEVELOPMENT PLAN	5
2.	CONTEXT, VISION AND GOALS	6
2.1	CONTEXT	6
2.2	GOALS & OBJECTIVES	7
2.3	VISION.....	8
2.4	REDEVELOPMENT PLAN'S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN	8
3.	LAND USE AND BUILDING REQUIREMENTS	12
3.1	PERMITTED USES	13
3.2	BULK AND AREA REQUIREMENTS	13
3.3	VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS	15
3.4	OTHER REQUIREMENTS.....	15
3.5	VARIANCES AND INAPPLICABLE ORDINANCES	17
3.6	MUNICIPAL COOPERATION WITH UTILITIES	17
4.	REDEVELOPMENT ACTIONS.....	18
4.1	OUTLINE OF PROPOSED ACTIONS	18
4.2	PROPERTIES TO BE ACQUIRED	18
4.3	RELOCATION.....	18
4.4	ADMINISTRATIVE PROVISIONS	18
5.	PLAN CONSISTENCY REVIEW	18
5.1	RELATIONSHIP TO EWING TOWNSHIP MASTER PLAN	18
5.2	RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN.....	19
5.3	RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN.....	19
6.	GENERAL PROVISIONS.....	20
6.1	AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE	20
6.2	DEFINITIONS	20
6.3	VARIANCE REQUESTS	20
6.4	REQUESTS FOR DESIGN EXCEPTIONS.....	21
6.5	SITE PLAN AND SUBDIVISION REVIEW	21
6.6	AFFORDABLE HOUSING	22
6.7	ADVERSE INFLUENCES.....	22
6.8	NON-DISCRIMINATION PROVISIONS.....	22
6.9	DURATION OF THE PLAN	23
7.	OTHER PROVISIONS	23
7.1	STATEMENT ABOUT REDEVELOPMENT	23
7.2	PROCEDURE FOR AMENDING THE APPROVED PLAN	23
	APPENDIX A	25

1. INTRODUCTION

1.1 BASIS FOR THE PLAN

This Redevelopment Plan has been prepared pursuant to New Jersey's Local Redevelopment and Housing Law (LRHL) for Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 in Block 91 and Lots 3.01, 5.01 and 6.01 in Block 93, referred to herein as the "Redevelopment Area" (see Figure 1 – Aerial Photo of Redevelopment Area).

Hopewell Township occupies the northwest corner of Mercer County. Regional highway access to the township is via I-95, which traverses the Township's southern boundary. The subject property is located in the southwestern portion of the Township just north of I-95. This redevelopment area straddles the east and west sides of Scotch Road and consists of approximately 350 acres. The Redevelopment Area includes property that has received prior General Development Plan approvals permitting a total of 3,800,000 square feet of Class A office. The present zoning of the redevelopment area is single-family detached homes and office park development.

The redevelopment area has been included as a compliance site in a settlement agreement with Fair Share Housing Center (FSHC) and is an integral part of the Township's plan to address its 1999 – 2025 housing obligation.

A settlement agreement with CF Hopewell CC&L, LLC (CF) provides for the development of this property with a phased, mixed use inclusionary community of not more than 2,200 homes, up to 100,000 square feet of retail and office space and a continuing care retirement community with up to 500 senior living units and/or assisted living beds. As an inclusionary development, the Redevelopment Area will include a 20% set aside of all residential units (up to 465 units) that will be affordable to very low, low and moderate income households. Of this total, at least 185 of the affordable units will be family rentals and at least 13% will be very low-income units. Age-restricted units are permitted with a township-wide cap of 25%.

Hopewell Township Committee Resolution No. 17-173, directed the Hopewell Township Planning Board to determine if the subject property qualified as a non-condemnation area in need of redevelopment. The Planning Board recommended that the site be determined an area in need of redevelopment, pursuant to a July 2017 Preliminary Investigation Report and the Township Committee concurred (Resolution No. 17-297). This Redevelopment Plan has been prepared at the direction of the Hopewell Township Committee.

1.2 REDEVELOPMENT PLANNING PROCESS

The LRHL details the process that a municipality must follow to utilize the State's redevelopment powers. The adoption of a redevelopment plan is a precondition for the use

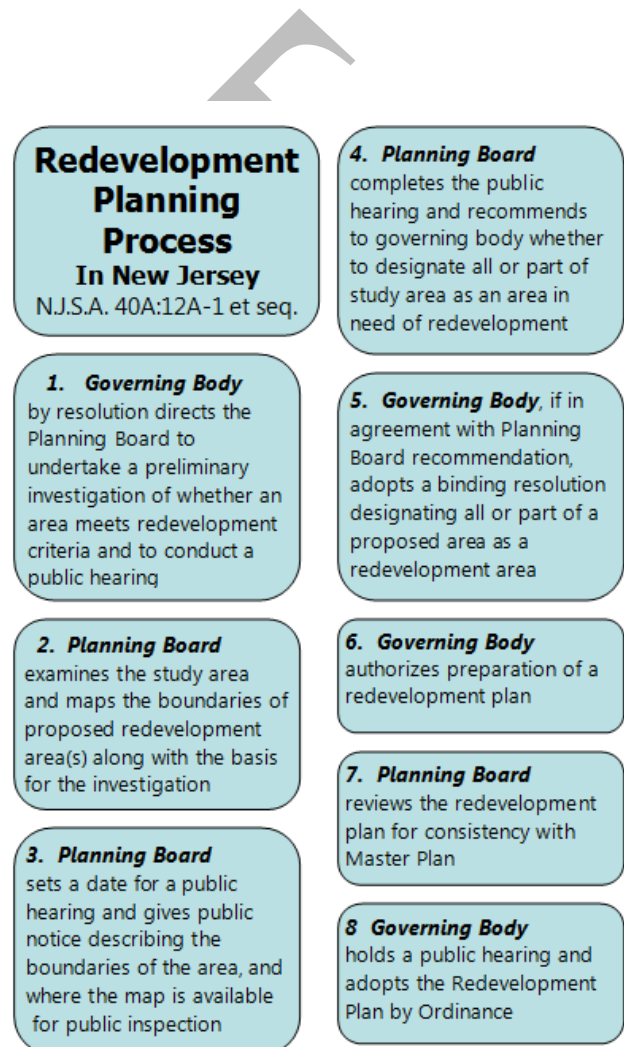
of these powers, which permit municipalities to plan and zone in a manner that can remedy the blighting effects of underperforming, outdated or obsolete land uses and structures.

After adoption of a redevelopment plan, the municipality may:

- Negotiate and collect revenues from a redeveloper to defray the costs of the redevelopment entity
- Clear any area owned or acquired and install, construct or reconstruct public infrastructure essential to the preparation of sites for use in accordance with the redevelopment plan.
- Contract for professional services.
- Contract with public agencies or redevelopers for the undertaking of any project or redevelopment work.
- Lease or convey property or improvements to any party without public bidding.

According to the Local Redevelopment and Housing Law (NJSA 40A: 12A-1, et seq.), the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definitive local objectives, including appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements;
3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area;
4. Identification of properties to be acquired, if any;
5. Any significant relationship of the Redevelopment Plan to the Master Plans of contiguous municipalities, the County and the State Development and Redevelopment Plan;
6. Enumeration of deed-restricted affordable units in the redevelopment area and their disposition.



1.3 OVERVIEW OF EXISTING SITE CONDITIONS

Exhibit 1 is an aerial photograph of the redevelopment area and Exhibit 2 includes excerpts from the Hopewell Township Tax Maps indicating the subject properties.

The redevelopment area on the east side of Scotch Road includes Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961. These lots are included in General Development Plans that provide for the development of 3,300,000 square feet of Class A office development:

Block 91, Lots 3.14 and 3.22 are currently vacant or primarily undeveloped farmland.

Block 91, Lots 3.11, 3.95, 3.181 and 3.19 are vacant land and adjoin existing developed portions of the former Merrill Lynch campus. All lots have access from the internal private road network. Lot 3.181 has frontage Scotch Road with access to a signalized intersection.

Block 91, Lot 3.14 is the site of a one-story building referred to as the “hut” (maintenance facility) and Lot 3.22 is improved with parking and recreational courts.

Block 91, Lot 3.961 is the Capital Health complex situate in the southeastern corner of the area. This complex is adjacent to I-95 and the CSX railroad. The northern and western portions of the lot are undeveloped with Scotch Road frontage at a signalized intersection.

The redevelopment area on the west side of Scotch Road includes Block 93, Lots 3.01, 5.01, and 6.01:

Lot 3.01 is currently active agricultural areas and wooded stream corridors. This lot includes dwellings and an equestrian facility.

Lot 5.01 is currently active agricultural use and designated for affordable housing.

Lot 6.01 is currently a mixture of active agricultural areas and wooded stream corridors. Lot 6.01 includes an extensive wooded area roughly 1,000 feet deep along its westerly boundary providing a unique natural buffer between any development on Lot 6.01 and the existing single family residential neighborhood to the west. Lot 6.01 is part of an approved General Development Plan that permits up to 1,000,000 square feet of Class A office on this lot.

Scotch Road is a county-owned four-lane divided highway that spans the distance between I-95 and County Route 546. Merrill Lynch improved this roadway during its initial campus construction to accommodate the approved 3,800,000 square foot Class A office development planned to be constructed on both the east and west sides of Scotch Road.

Exhibit 3 depicts the land cover character of the study area and Exhibit 4 illustrates the property tax class for each parcel in the Scotch Road study area.

In addition to the regionally significant office and medical facilities along Scotch Road, a ribbon of residential development, on lots of varying sizes, spans the frontage of Nursery Road near the interchange. Limited residential development also occupies a small portion of the frontage of Scotch Road.

Beyond the lands east of the dualized portions of Scotch Road, the Township is generally rural in character with low density and medium density residential neighborhoods to the north and west.

1.4 OVERVIEW OF REDEVELOPMENT PLAN

This Redevelopment Plan creates a mixed-use inclusionary housing zone that advances local community planning objectives related to the provision of affordable housing as part of a balanced housing plan. This redevelopment plan is located in a sector of Hopewell Township adjacent to major transportation infrastructure and utilities where intense office development is presently permitted. This unique location concentrates development within an existing development corridor and avoids the need to utilize other less developed and more environmentally sensitive areas of the Township for housing production. This location provides for mass transit opportunities and the reduction of carbon footprint by creating “live-work” opportunities through less reliance upon the automobile.

The Inclusionary Planned Development Zones respond to the terms of a Settlement Agreement between CF Hopewell and Hopewell Township. This agreement requires that the Redevelopment Area will include a 20% set aside of all residential units (up to 465 units) that will be affordable to very low, low and moderate income households. Of this total, at least 185 of the affordable units will be family rentals and at least 13% will be very low-income units. Age-restricted units are permitted with a township-wide cap of 25%.

2. CONTEXT, GOALS AND VISION

2.1 CONTEXT

The 2009 Hopewell Township Land Use Plan echoes the goals, objectives and policies of the 2002 Hopewell Township Master Plan. In both Land Use Plans the redevelopment area on the east side of Scotch Road is located within Office Park District and the redevelopment area on the west of Scotch Road is partly within the Office Park district and partly within the Valley Resource Conservation District. In December 2016, a Master Plan revision was adopted for the redevelopment area on the east side of Scotch Road, which added Affordable Housing and Continuing Care as additional permitted uses.

In 2008, Hopewell Township adopted a Housing Plan in response to the then required Round 3 Affordable Housing Rules. Round 3 rules were dissolved by the court and until present, there has been no guidance for Round 3 compliance. Hopewell Township has received approval from the Court of a settlement of litigation for affordable housing for its Round 3 obligation (1999-2025). This settlement provides for inclusionary development with up to 465 affordable units and/or assisted living beds on those lots located within the redevelopment area. The redevelopment area is well-situated to provide for inclusionary residential development, having sufficient developable land to accommodate the development, access to all necessary infrastructure and unparalleled regional highway access.

This Plan establishes the vision for redevelopment of the property and identifies opportunities and constraints specific to the site. It also identifies the intended future uses, their arrangement and design and method of implementation of the plan.

2.2 GOALS & OBJECTIVES

This redevelopment plan is located in a sector of Hopewell Township adjacent to major transportation infrastructure and utilities where intense office development is presently permitted. This unique location concentrates development within an existing development corridor and avoids the need to utilize other less developed and more environmentally sensitive areas of the Township for housing production. This location provides for mass transit opportunities and the reduction of carbon footprint by creating “live-work” opportunities through less reliance upon the automobile.

This redevelopment plan provides a comprehensive strategy to address the Township’s affordable housing obligation. This plan aims to:

- Provide affordable housing within a mixed use planned neighborhood including higher-density inclusionary housing at the site.
- Advance Hopewell’s long-standing goal to provide a wider variety of housing types and opportunities within the Township.
- Lay out a vision for redevelopment that incorporates strategies to create a “sense of place” in the redevelopment area.
- Guide redevelopment to protect, to the greatest extent practicable, important environmental features including groundwater recharge.
- Create new housing opportunities that will be desirable and marketable.
- Protect and enhance the character of surrounding areas of Hopewell Township by preserving key natural buffers to adjacent neighborhoods, protecting existing view sheds to the north, providing a network of trails that will connect neighborhoods to each other and to nearby existing municipal parks and facilities.
- Encourage aesthetically pleasing architectural design, layout and finishes.
- Examine planning documents from surrounding municipalities, Mercer County and NJ SDRP for consistency.

2.3 VISION

There is an increasing demand for alternatives to single family dwellings on individual lots. Situated in the heart of a significant regional employment node, mixed use development in the redevelopment area will provide dining, shopping and recreational opportunities along with vibrant residential neighborhoods of varied housing types that will appeal to households of varying sizes, ages, and income levels.

A. These new neighborhoods are conceived as having a health and wellness focus and will address the housing needs of millennials, aging baby boomers, professionals and young families. Walkable neighborhoods and an engaging landscape will help to promote active lifestyles and attract a full range of housing types, including continuing care. The neighborhoods will be arranged to maximize connectivity and are to be based upon the following design concepts to create a vital and walkable place that:

- is compact;
- is designed for the human scale with buildings placed closer to the street and a variety of gathering places.
- provides a mix of uses, including residential, commercial, civic green spaces in close within the neighborhood;
- provides a mix of housing styles, types, and sizes to accommodate households of all ages, sizes, and incomes;
- incorporates environmental features into the design;

Amenities including recreational buildings, clubhouses, tot lots, barbeque patios and other common areas are to be connected with pathways to promote walking and bicycling between neighborhoods and beyond the site to nearby public parks and municipal facilities.

With a focus on design that promotes the health, happiness and wellbeing of residents, this plan puts a special emphasis on human-scale streetscape elements (such as benches and streetlights) and landscaping that incorporates native plants, trees and shrubs.

2.4 REDEVELOPMENT PLAN'S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN

Hopewell Township has spent the past several years examining opportunities for affordable housing to address its constitutional fair share obligation. Primary among the Township's objectives has been the identification of realistic opportunities for the creation of affordable housing. Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 in Block 91 and Lots 3.01, 5.01 and 6.01 in Block 93, have been found to provide such opportunity through inclusionary mixed use development.

The 2009 Hopewell Township Land Use Plan echoes the goals, objectives and policies of the 2002 Hopewell Township Master Plan. This Redevelopment Plan is consistent with the following basic principles of the 2002 Master Plan ("a" thru "k") and its goals and objectives:

- a. *A variety of housing and a balance of opportunities to live, work and play in safe and attractive surroundings should be provided in part by identifying locations and developing criteria for mixed use development.*

Rationale: The rezoning of this site will expand and diversify the local housing stock and will assist low and moderate-income households in finding decent, safe, affordable housing. It will also assist young people and older households looking to live in a high-quality community with upscale amenities.

- b. *An efficient circulation system that promotes important circulation linkages, retains the character of the rural road network and provides for safe vehicular, pedestrian, equestrian and bicycle movements should be maintained.*

Rationale: The subject property is located within one mile of the Scotch Road interchange with I-95, permits full access to and from Interstate 95. The redevelopment of the subject property takes advantage of the existing highway system and will allow people to travel to and from the area with limited impacts to local rural roads. A network of pedestrian and bicycle pathways and trails connecting neighborhoods to each other and to nearby existing public parks and municipal facilities will be incorporated. Mass transit opportunities are also part of long range planning for this area of the township.

- c. *Farmland and open lands should be retained and the impacts of development should be limited throughout the valley and mountain areas in part by allowing the use of techniques to encourage development*

Rationale: Portions of the subject property within the Valley Resource Conservation District that are actively farmed will continue to be available for agricultural use. The location of this redevelopment area allows the concentration of development within an existing development corridor and avoids the need to utilize other less developed and more environmentally sensitive areas of the Township. Wooded areas and stream corridors will be protected from development.

- d. *To protect the rural character and unique sense of place of the Township.*

Rationale: Concentration of housing within this redevelopment area will reduce development pressures in other more rural and environmentally sensitive areas of the Township. The redevelopment area preserves most of the woodland west of Scotch Road as a natural buffer to the residential neighborhood to the west. Surrounding land to the north will also be preserved protecting the vista between Co. Rt. 546 south to the redevelopment area helping to retain the rural aspect of this scenic corridor.

- e. *To promote the goals and objectives of Hopewell Township through the incorporation of local policies and strategies that respond to the basic premises, intent and purposes*

of the State Development and Redevelopment Plan and the Mercer County Master Plan.

Rationale: Pursuant to the settlement agreement between Hopewell Township and FSHC, the subject property will be an integral part of the Township's response to its affordable housing obligation. The State Planning Commission has placed the site in Planning Areas 2 and 3, an area in which the State Development and Redevelopment Plan (SDRP) encourages growth and the production of inclusionary development. The Mercer County Master Plan supports the goals and objectives of the SDRP. More information about how this Redevelopment Plan relates to the SDRP and Mercer County's Master Plan can be found in section 6, Plan Consistency Review.

f. To continue and expand upon land use policies that promote controlled development at suitable locations and appropriate intensities by directing and limiting the more intense development to areas where sanitary sewer service and public water supplies exist or are planned, and by discouraging the extension of growth-inducing infrastructure into rural areas.

Rationale: The SDRP locates the portion of the redevelopment area east of Scotch Road within the Suburban Planning Area (PA-2), where infrastructure exists and growth is encouraged. The area west of Scotch Road is in the Fringe Planning Area (PA-3) intended to accommodate growth in the future.

The site is particularly appropriate for higher density housing due to:

- proximity to Interstate 95
- the ability to provide public water and sewer to the site (most land located within ELSA sewer service area)

g. To provide for a variety of housing types which respond to the needs of households of varying size, age and income, persons with disabilities and emerging demographic characteristics.

Rationale: Over the past 40 years, household sizes have been steadily decreasing, while there has been an increase in the percentage of older households. The demographic trends indicate that virtually all of New Jersey's growth over the next 20 years will be in smaller households that are under 35 and over 55. These are households that need smaller housing units and that tend to rent, and demographers that study changes in household formation on housing demand project a strong increase in demand for rental housing.

Regarding the younger households, the Joint Center for Housing Studies at Harvard University concludes:

Meanwhile, the aging of the millennial generation over the coming decade will lift the number of households in their 30s by 2.4–3.0 million, depending

on immigration trends. But these numbers vastly understate the impact of this group on housing demand since they will account for most newly formed households in the coming decade. Indeed, the millennials will make up fully 24 million new households between 2015 and 2025, *thus driving up demand for rentals and starter homes.*¹ (emphasis provided)

In addition, the Joint Center for Housing Studies at Harvard University notes the following national trend regarding rentals:

Two broad trends will drive future growth in renters: the imminent surge in the number of older households and the increasing racial/ethnic diversity of younger age groups. Over the coming decade, the number of renters aged 65 and older is projected to rise by about 2.2 million and account for roughly half of all renter growth. *The aging of the population also means that the share of renters that are single persons or married couples without children will soar.*

The redevelopment at the subject property thus responds not only to a wide range of incomes, but also to the varying household size and age characteristics, and emerging demographic trends that will continue to impact the Township and the region.

- h. To promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.*

Rationale: The redevelopment of the subject property is an integral part of a settlement to address the Township's round three fair share obligation. It is located close to Interstate 95 and in the heart of a regional employment node with major highway access to an even wider range of regional employment opportunities.

- i. To provide a range of housing opportunities within the Township, with densities and lot sizes that respond to the capabilities and limitations of natural systems and available infrastructure.*

Rationale: The varied housing types proposed within the redevelopment area will expand the range and diversity of Hopewell's housing supply. The subject property lies within the ELSA sewer service area.

¹ State of the Nation's Housing, 2014, page 16.

- j. *To establish transportation policies and programs that improve connections among housing, employment and commercial uses, including provisions for vehicular and pedestrian travel and bicycle paths.*

Rationale: The subject property is consistent with this goal in that the housing has a direct access to employment and commercial opportunities through its location adjacent to the Merrill Lynch campus and very close to the Interstate 95 interchange. Pedestrian and bicycle circulation systems will be incorporated in the design to connect open spaces, municipal facilities and common areas.

- k. *To control development in rural areas so that traffic will not exceed the capacity of the existing rural road network and historic bridges to provide safe, efficient and convenient traffic movements based on rural road service standards designed to minimize the character of the community.*

Rationale: Scotch Road and its interchange with Interstate 95 were designed and constructed to accommodate millions of square feet of research and office development. With less than one third of the potential office floor area developed to date and little demonstrated demand for additional office space at this location, substantial traffic carrying capacity exists within this redevelopment area. Traffic signals control key access points to the Scotch Road. The use of the subject property for higher density affordable housing and commercial uses concentrate these traffic generators close to arterial highways and away from the more rural parts of Hopewell Township.

The spirit of Hopewell Township's Master Plan goals and objectives has served to guide this Redevelopment Plan, ensuring it promotes the Township's long-standing goals and objectives, and that the resulting redevelopment will harmonize with established nearby neighborhoods and preserve the high quality of life in Hopewell.

3. LAND USE AND BUILDING REQUIREMENTS

This Redevelopment Plan shall supersede Hopewell's Land Use and Management Ordinance (Chapter 17) in the event of conflict. The general standards set forth in the Hopewell Township Land Use Ordinance shall continue to apply except when inconsistent with the standards set forth in this Redevelopment Plan.

This Redevelopment Plan provides for the development of mixed-use and multi-family residential inclusionary neighborhoods containing up to 465 affordable units, of which at least 185 shall be family rental units.

3.1 **REDEVELOPMENT AREA ZONES** - The redevelopment area is divided into the following zones:

Block 93 Lots 3.01, 5.01 and 6.01 –Inclusionary Planned Development 1 - Mixed-use center.

Block 91 Lots 3.11 and 3.95 –Inclusionary Planned Development 2 – Residential uses including single family homes, townhouses and apartments.

Block 91 Lots 3.14, 3.161, 3.181, 3.191, 3.22, and 3.961 - Inclusionary Planned Development 3 - Mixed-use neighborhood of medical/health facilities with a continuing care community.

3.2 PERMITTED USES

- A. Inclusionary Planned Development 1- – Mixed-use center with up to 100,000 square feet of retail sales and services and restaurant uses, with residential apartments on upper floors. Grocery stores, pharmacies, banks, restaurants, convenience-oriented retail stores, professional, general and business offices and institutional uses. Drive-thru lanes are permitted for grocery, pharmacies, banks and restaurants provided they are located at the side or rear of the building. Residential uses include single family homes, townhouses and apartments and customary accessory uses such as facilities and structures designed for recreation or community use, private garages and carports, swimming pools with outdoor dining areas, dog runs, tot lots and pedestrian and bicycle paths.
- B. Inclusionary Planned Development 2– Residential uses including single family homes, townhouses and apartments and customary accessory uses such as facilities and structures designed for recreation or community use, private garages and carports, swimming pools with outdoor dining areas, dog runs, tot lots and pedestrian and bicycle paths.
- C. Inclusionary Planned Development 3 - Mixed-use neighborhood including medical/health facilities (medical-related commercial uses, health clubs, physical therapy, same-day surgery) and a continuing care community of independent senior living units, assisted living, memory care, adult day care, nursing home and related elements in the continuum of care for the aging and infirm.

3.3 BULK AND AREA REQUIREMENTS

A. Residential Uses

- 1) Apartments shall be permitted either over commercial uses, in apartment buildings or in connection with the continuum of care community (in which case they may be age restricted), where the following would apply:
 - a) Minimum lot area – 1 Acre

- b) Maximum density – 75 units per acre
- c) Maximum lot coverage – None - N/A
- d) Maximum building height when no retail or parking on first floor – 55'
- e) Maximum building height with retail or parking on first floor – 70'¹
- f) Maximum building length – None - N/A
- g) Maximum number of units per building – None - N/A
- h) Minimum setback to streets – 20 feet for structures; 10 feet for parking areas
- i) Minimum setback from other buildings:
 - Front to front – 50'
 - Front to side – 30'
 - Side to side – 20'
 - Rear to rear – 50'
 - Rear to side – 30'
- j) Minimum front yard setback – 20 feet
- k) Minimum side yard setback – 20 feet.
- l) Minimum rear yard setback – 25 feet
- m) Parking – 1.25 parking spaces per unit

2) Townhouses

- a) Minimum Lot Width for individual unit – 16 feet
- b) Minimum Lot Depth – 60 feet
- c) Minimum front yard setback - 15 feet
- d) Minimum Rear yard Setback – 15 feet
- e) Minimum Side Yard Setback – 15 feet (0-feet for attached units)
- f) Minimum distance to other buildings – 25'
- g) Maximum units per townhouse building – 8
- h) Maximum units per stacked townhouse building - 16
- i) Parking – 1.75 parking spaces per unit

3) Single-Family units

- a) Minimum Lot Area – 5,000 square feet
- b) Minimum Lot Width – 50 feet
- c) Minimum Lot Depth – 100 feet
- d) Minimum front yard setback – 20 feet
- e) Maximum front yard setback – 25 feet
- f) Minimum Rear yard Setback – 15 feet
- g) Minimum Side Yard Setback – 5 feet
- h) Parking – 2 parking spaces per unit

B. Non-residential and mixed uses

- a. Min. Lot Size 22,000 sq. ft.²

b.	Min. Lot Width	50 ft.
c.	Min. Lot Depth	50 ft.
d.	Min. Front Yard to Scotch Road	100 ft. for buildings over 35 ft. 70 ft. for buildings up to 35 ft.
e.	Min. Side Yard	None – N/A
f.	Min. Rear Yard	None – N/A
g.	Max. Building Height	70 ft. East of Scotch Road 55 ft. West of Scotch Road ¹
h.	Max. Lot Coverage	65%
i.	Min. Parking Ratio	3.0 spaces per 1,000 SF non-residential

1. Notwithstanding the requirements above, non-residential uses may be subdivided along lease lines with appropriate cross access and parking easements.

Note 2. Max. Building Height permitted to be 70 feet when residential is provided over retail and/or parking.

3.4 VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS

A. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing. A minimum of 13% of the affordable units shall be very low income units affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.

1. The affordable housing units shall be located in more than one building.
2. Development within the Redevelopment Area will include a 20% set aside of all residential units (up to 465 units) that will be affordable to very low, low and moderate income households. Age-restricted units are permitted with a township-wide cap of 25%.
3. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.
4. There shall be a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 40 years for all affordable units.

3.4 OTHER REQUIREMENTS

Building Design. The design of the residential buildings shall be of a residential character and not institutional and an integrated architectural theme shall be utilized throughout each neighborhood, including principal and accessory buildings and structures and all signage.

1. Architectural elevations and floor plans shall be provided for each type of building.
2. Maximum length of buildings shall not exceed 225 feet unless a 4' offset is provided in the facade.2. Variations in setback, materials, colors and design including breaks in the building façade shall be encouraged to reduce and separate the building mass.
3. Rooflines shall be pitched. If flat roofs are provided, they shall incorporate green design techniques including either vegetation or solar collection and shall be designed to shield any roof-mounted equipment.
4. All HVAC and mechanical equipment shall be adequately screened from view.
5. All multiple family dwelling buildings and all accessory buildings and structures, including signs, shall be designed in a unified architectural style.
6. Building design shall include spare electrical conduit to permit future installation of rooftop mounted solar.

B. Circulation.

1. A boulevard treatment shall form the circulation spine of the development.
2. Pedestrian and/or bicycle circulation systems shall be designed to extend through and connect with open space and common areas both on and off site.

C. Open Space.

1. Parks and trails are essential elements of place. Pedestrian-friendly neighborhood design shall include trees for shade and natural beauty, parks and green spaces to foster positive community and social interaction in communal spaces that are safe and conveniently located.
2. The open space requirement for the IPD Districts shall be substantially satisfied by the dedication of 174 acres on the west side of Scotch Road, pursuant to the Settlement Agreement. Nonetheless, neighborhood-scale open spaces shall also be distributed throughout the developed areas, including small neighborhood parks (approximately 5,000 square feet) and green spaces.

3. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.
- D. Utilities/Services. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.
- E. Stormwater Management Plan. Stormwater designs shall use as naturalized designs and shall promote water quality, minimize maintenance and provide for groundwater recharge. Use low impact development design techniques to the greatest extent practicable. Where possible use geologic formations to enhance groundwater recharge.

3.6 *VARIANCES AND INAPPLICABLE ORDINANCES*

- A. The Planning Board is authorized to grant, pursuant to NJSA 40:55D-70c, variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.
- B. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
- C. The developer of the redevelopment area may also request relief from other cost generative features of land use ordinances.

3.7 *MUNICIPAL COOPERATION WITH UTILITIES*

- A. The Township shall confirm in writing its support of submission and applications for all utilities (specifically water and sewer) and all necessary government agency or private utility approvals related to all aspects of the development within five (5) business days of a written request for such support from the developer. Specifically, the Township shall assist the developer in discussions with ELSA, Trenton Water, Mercer County, NJDOT, NJDEP, the DRCC and any other public or private entity with which the developer must deal in order to develop the subject property, including any effort the developer may make to decrease the fees charged by ELSA. The Township

shall assist in acquiring rights-of-way or easements if necessary. The township will support the use of other redevelopment tools as prescribed by law.

4. REDEVELOPMENT ACTIONS

4.1 OUTLINE OF PROPOSED ACTIONS

Construction of new structures and other improvements will take place as proposed in this Redevelopment Plan. The redeveloper will be required to enter into a Redeveloper's Agreement with the Township that stipulates the precise nature and extent of the improvements to be made and their timing and phasing shall be governed as permitted therein.

4.2 PROPERTIES TO BE ACQUIRED

This Redevelopment Plan will require the dedication of 174 acres within the Redevelopment Area to Hopewell Township, as detailed in 3.5C above.

4.3 RELOCATION

This Redevelopment Plan will not displace or relocate any residents within the Plan Area.

4.4 ADMINISTRATIVE PROVISIONS

Redevelopment activities within the Redevelopment Area shall comply with all requirements in any executed redevelopment agreement between a designated redeveloper and the Township of Hopewell.

5. PLAN CONSISTENCY REVIEW

5.1 RELATIONSHIP TO EWING TOWNSHIP MASTER PLAN

The Redevelopment Area is adjacent to Hopewell's border with Ewing Township, where the zoning to the southwest is R-1 (single family residential) and to the southeast is the Industrial Park (IP-1) Zone that surrounds the Mercer County Airport.

The redevelopment of the subject property will not have a substantial impact on the Ewing Township Master Plan, as:

- the area of Ewing closest to the subject property is virtually fully developed;
- the proposed land use is consistent with other land uses in the area; and
- I- 95 will accommodate much of the proposed community's traffic.

Route 95 physically separates the subject properties from all development to the south in Ewing and the lands closest to Ewing are already developed with the Capital Health campus.

5.2 RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN

The Mercer County Master Plan (amended in 2016) supports the basic goals, objectives and strategies of the State Development Redevelopment Plan. It focuses on combating urban sprawl and capitalizing on available transportation infrastructure. The use of the subject property for inclusionary development is consistent with the following housing and transportation goals (MCMP pages 30 and 32):

1. Focus on housing needs of the work force.
2. Address the housing needs of both lower-income and moderate-income households
3. Through planning efforts, continue to make efficient use of existing road infrastructure including the implementation of access management concepts to maximize the efficiency of the existing roadway system.

5.3 RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN

The Redevelopment Area includes lands in Planning Area 2 (PA2) and Planning Area 3. The SDRP envisions itself as a growth management plan in which PA2 is one of the areas in which the SDRP promotes growth, including higher density inclusionary development and PA-3 is an area where growth is to be accommodated. Among the goals for PA2 is a preferred location for inclusionary development. The SDRP's goals for PA-2 include:

- a. Guiding development in more compact forms,
- b. Encouraging densities that promote transit,
- c. Providing for a full range of housing choices, and
- d. Encouraging redevelopment.

The SDRP is designed to use land and transportation infrastructure efficiently and minimize commuting times. The subject property is a convenient location for households looking for a well situated base from which to commute to work or travel to regional shopping and recreational facilities.

The adopted housing policies of the State Development and Redevelopment Plan (SDRP) are specifically advanced by this redevelopment plan, as seen in the highlighted excerpt below:

#6. Housing – Preserve and expand the supply of safe, decent and reasonably priced housing while meeting the constitutional mandate with respect to affordable housing through improved planning, regulatory reform, supportive infrastructure investments, housing subsidies, tax and discounted fee incentives and municipal property tax relief in ways that are consistent with the vision and goals of the State Plan.

6. GENERAL PROVISIONS

6.1 AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE

The Zoning Map of the Township of Hopewell is hereby amended to indicate the location of the Inclusionary Multifamily Development - 1 Zone and reference this Redevelopment Plan.

6.2 DEFINITIONS

The “Definitions” section of the Township’s Land Development Ordinance shall govern unless a word is otherwise defined herein.

6.3 VARIANCE REQUESTS

Hopewell Township’s Master Plan goals and policies have been designed to permit managed growth in appropriate locations and to protect the many valuable environmental and cultural features of the natural and man-made landscape. These primary objectives continue to govern this redevelopment plan.

Within this context, the Hopewell Township Planning Board may grant variances from the regulations within this Redevelopment Plan, where by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, the strict application of any bulk regulation adopted pursuant to this Redevelopment Plan would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the redeveloper.

The Hopewell Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this 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 Redevelopment Plan.

An application for site plan approval shall provide public notice of such application and shall further identify all requested variances from the regulations contained herein.

Notwithstanding the above, no variances shall be granted that would permit a use or principal structure not permitted by the Redevelopment Plan or an increase in the maximum permitted floor area ratio or an increase in the maximum permitted height of a principal structure by more than 10 feet or 10%, whichever is less, which can only be modified by a duly adopted amendment to this Redevelopment Plan.

6.4 REQUESTS FOR DESIGN EXCEPTIONS

The Hopewell Planning Board may grant exceptions from the “should” regulations contained within this Redevelopment Plan as may be reasonable and within the general purpose and intent of this Redevelopment Plan or if the literal enforcement of one or more provisions is impractical or will exact undue hardship because of peculiar conditions related to the property in question.

6.5 SITE PLAN AND SUBDIVISION REVIEW

Within the Redevelopment Area, subdivisions and/or site plans providing for the demolition of existing improvements and construction of new buildings and other improvements shall be prepared in accordance with the requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and shall be submitted by the redeveloper for review and approval by the Township of Hopewell Planning Board.

To assure the comprehensive and coordinated development of the Redevelopment Area, any site plan presented to the Hopewell Planning Board shall be consistent with the terms of this Redevelopment Plan and shall include a preliminary site plan including proposals on the following elements:

- An overall development plan (bubble diagram) for the Redevelopment Area identifying the traffic circulation system, land use types, building heights, floor areas of each building and the number of residential units.
- Architectural elevations, renderings and floor plans.
- A circulation and streetscape plan, indicating the overall design with a boulevard street entry, and locations and types of materials to be used, including pavements, trees and other plantings and any street furniture. Pedestrian and/or bicycle circulation systems shall be designed to extend throughout the development and connect with open space and common areas.
- Parking, loading and vehicular access plan. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area on adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency.
- Landscape plan. Use indigenous and non-invasive species to the greatest extent practicable.
- Utility plan.
- Stormwater Management Plan. Stormwater designs shall use as naturalized designs and shall promote water quality, minimize maintenance and provide for groundwater recharge. Use low impact development design techniques

- to the greatest extent practicable. Where possible use geologic formations to enhance groundwater recharge.
- Lighting plan. Use LED and low energy use lighting. Accommodate Dark Sky design standards to the greatest extent practicable.

No permits shall be issued for construction of buildings within the Redevelopment Area until the Hopewell Planning Board has granted final site plan approval for such improvements.

The criteria for the consideration and approval of the site plan shall be in conformance with the requirements of this Redevelopment Plan, the site plan provisions of the Township of Hopewell Land Use Ordinance and the executed Redevelopment Agreement between the redeveloper and the Township of Hopewell.

6.6 GENERAL DEVELOPMENT PLAN

The developer(s) of the IPD Zone Districts may submit a general development plan to the approving authority for review and approval prior to submitting a preliminary plat. The submission shall be in accordance with section 17-126. The design standards for required improvements shall comply with the approved general development plan and the provisions of this ordinance that have not been modified by the approved general development plan.

6.7 AFFORDABLE HOUSING

The IPD Zones respond to the terms of a Settlement Agreement between CF Hopewell and Hopewell Township. This agreement requires that the Redevelopment Area will include a 20% set aside of all residential units (up to 465 units) that will be affordable to very low, low and moderate income households. Of this total, at least 185 of the affordable units will be family rentals and at least 13% will be very low-income units (and such very low-income units are anticipated to be rental units). Age-restricted units are permitted with a township-wide cap of 25%.

6.8 ADVERSE INFLUENCES

No use shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

6.9 NON-DISCRIMINATION PROVISIONS

No covenant, lease, conveyance or other instrument shall be affected or executed by the Township Committee or by any redeveloper or any of his successors or assignees, whereby

the sale, lease, use or occupancy of land within the Redevelopment Area is restricted on the basis of race, creed, color, sexual orientation or national origin. Appropriate covenants, running with the land in perpetuity, shall prohibit any such restrictions and shall be included in the disposition instruments.

6.10 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 30 years from the date of approval of this plan by the Township Committee.

7. OTHER PROVISIONS

7.1 STATEMENT ABOUT REDEVELOPMENT

In accordance with N.J.S.A. 40A:12A-1 et seq., known as The Local Redevelopment and Housing Law, the following statements are made:

- The Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements. The Plan has laid out various programs and strategies needed to be implemented in order to carry out the Plan objectives.
- The Redevelopment Plan lays out the proposed land uses and building requirements for the Redevelopment Area.
- The Redevelopment Plan does not envision a need to acquire privately-owned properties or to relocate any residents or businesses.
- The Redevelopment Plan is substantially consistent with the intent of the Master Plan for the Township of Hopewell and advances the objectives of the Housing Element and Fair Share Plan. The Redevelopment Plan also advances the goals and objectives of the New Jersey State Development and Redevelopment.
- This Redevelopment Plan shall supersede all provisions of the Zoning and Land Development Regulations of the Township of Hopewell regulating development in the area addressed by this Redevelopment Plan, except where stated otherwise within the text of this Plan. Final adoption of this Plan by the Township Committee shall be considered an amendment of the Township of Hopewell Zoning Map.
- If any section, paragraph, division, subdivision, clause or provision of this Redevelopment Plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause or provision so judged, and the remainder of this Redevelopment Plan shall be deemed valid and effective.

7.2 PROCEDURE FOR AMENDING THE APPROVED PLAN

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of state law. A non-refundable application fee shall be paid pursuant to site plan fee schedule found in Section 126-35 "Fees" by the party requesting such amendment, unless the request is issued from any agency of Hopewell Township. The Township Committee, at its sole discretion, may require the party requesting the amendments to prepare a study of the impact of such amendments, which study must be prepared by a professional planner licensed in the State of New Jersey.

DRAFT

APPENDIX A

Zoning Amendment Creating the Inclusionary Planned Development Zones

1. Amend the Land Use and Management Ordinance and Zoning Map to establish new **Inclusionary Planned Development** Districts as follows:

Block 93 Lots 3.01, 5.01, and 6.01 – IPD-1 Zone - Mixed-use center.

Block 91 Lots 3.11 and 3.95 – IPD-2 Zone – Residential uses including single family homes, townhouses and apartments.

Block 91 Lots 3.14, 3.161, 3.181, 3.191, 3.22, and 3.961 – IPD-3 Zone - Mixed-use neighborhood of medical/health facilities with a continuing care community.

2. Amend Section 17-126.3 Eligibility to read as follows:

General development plans shall be limited to the following eligibility standards.

- a. Sites must have a minimum of 250 acres of land area.
- b. Sites must be located within either the RO or IOP-G or the Inclusionary Planned Development (IPD) zoning districts.

3. Establish the Inclusionary Planned Development Districts as follows:

Inclusionary Planned Development Districts

A. *Purpose:* The Inclusionary Planned Development (IPD) Districts provide for a mixed use community of inclusionary single family and multi-family residential neighborhoods and commercial and office uses. The Inclusionary Planned Development Zones respond to the terms of a Settlement Agreement between CF Hopewell and Hopewell Township. This agreement requires that the Redevelopment Area will include a 20% set aside of all residential units (up to 465 units) that will be affordable to very low, low and moderate income households. Of this total, at least 185 of the affordable units will be family rentals and at least 13% will be very low-income units. Age-restricted units are permitted with a township-wide cap of 25%.

A variety of housing types are provided to meet the needs of people of all ages and abilities, including senior housing options.

B.1 Permitted Principal Uses in the IPD-1 Zone Mixed-use center

Residential Uses

1. single family homes
2. townhouses , including stacked units
3. apartments

Non-residential uses not to exceed to 100,000 square feet of floor area including:

1. Grocery stores
 2. Pharmacies *
 3. Banks *
 4. Restaurants *
 5. Convenience-oriented retail stores,
 6. Professional, general and business offices
 7. Institutional uses
 8. Retail sales and services with residential apartments on upper floors
- * - Drive-thru lanes are permitted provided they are located at the side or rear of the building.

B.2 Permitted Principal Uses in the IPD-2 Zone - Northeast Residential Zone

1. single family homes
2. townhouses , including stacked units
3. apartments

B.3 Permitted Principal Uses in the IPD-3 Zone - Southeast Mixed Use Zone

1. Medical offices
2. Medical-related commercial uses
3. Health clubs
4. Physical therapy
5. Same-day surgery centers
6. Continuing care retirement community of up to 500 units and/or beds, consisting of:
 - a. independent senior living units
 - b. assisted living
 - c. memory care
 - d. adult day care
 - e. skilled nursing facilities

C. Permitted Residential Accessory Uses:

1. customary accessory uses, facilities and structures designed for recreation or community use
2. off street parking and private garages and carports
3. swimming pools with outdoor dining areas
4. dog runs
5. tot lots
6. pedestrian and bicycle paths.
7. Community clubhouse with fitness room, club room business center and furnished model.
8. Management and leasing offices.
9. Maintenance office/garage building not to exceed one (1) story in height and 1,500 square feet in floor area. The façade design shall match the residential structures.
10. Solid waste and recycling facilities.
11. Monument signs located at entrance to be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.
12. Utility structures and facilities needed to provide the direct service of gas, electricity, telephone, water, sewerage and cable television.

D. BULK AND AREA REQUIREMENTS FOR USES IN THE INCLUSIONARY PLANNED DEVELOPMENT DISTRICTS

1. Residential Uses

A. Apartments shall be permitted either over commercial uses or in apartment buildings, where the following would apply:

1. Minimum lot area – 1 acres
2. Maximum density – 75 units/ acre
3. Maximum lot coverage – None – N/A
4. Maximum building height east of Scotch Road – 70'
5. Maximum building height west of Scotch Road – 55'
6. Maximum building length – None – N/A
7. Maximum number of units per building – None – N/A
8. Minimum setback to streets – 20 feet for structures; 10 feet for parking areas.
9. Min. Front Yard to Scotch Road - 100 ft. for buildings over 35 ft./50 ft. for buildings up to 35 ft.
10. Minimum setback from other buildings:
 - Front to front – 50'
 - Front to side – 30'
 - Side to side – 20'
 - Rear to rear – 50'
 - Rear to side – 30'
11. Minimum front yard setback – 20 feet.
12. Minimum side yard setback – 20 feet.

13. Minimum rear yard setback – 25 feet
14. Parking – 1.25 parking spaces per unit.

B. Townhouses, which may be family or age-restricted units.

1. Minimum Lot Width for individual unit – 16 feet
2. Minimum Lot Depth – 60 feet
3. Minimum front yard setback - 15 feet
4. Minimum Rear yard Setback – 15 feet
5. Minimum Side Yard Setback – 15 feet (0-feet for attached units)
6. Min. Front Yard to Scotch Road - 100 ft. for buildings over 35 ft./50 ft. for buildings up to 35 ft.
7. Minimum distance to other buildings – 25'
8. Maximum units per townhouse building – 8
9. Maximum units per stacked townhouse building - 16
10. Parking – 1.75 parking spaces per unit.

C. Single-Family units, which may be family or age-restricted units.

1. Minimum Lot Area – 5,000 square feet
2. Minimum Lot Width – 50 feet
3. Minimum Lot Depth – 100 feet
4. Minimum front yard setback – 20 feet
5. Maximum front yard setback – 25 feet
6. Minimum Rear yard Setback – 15 feet
7. Minimum Side Yard Setback – 5 feet
8. Maximum building height – 40 feet/2 1/2 stories
9. Parking – 2 parking spaces per unit.

2. *Non-residential and mixed use*

1.	Min. Lot Size	22,000 sq. ft. ¹
2.	Min. Lot Width	50 ft.
3.	Min. Lot Depth	50 ft.
4.	Min. Front Yard to Scotch Road	100 ft. for buildings over 35 ft. 50 ft. for buildings up to 35 ft.
5.	Min. Side Yard	None – N/A
6.	Min. Rear Yard	None – N/A
7.	Max.	55 ft. (35' within 100' of Scotch Road)

	Building Height	70 ft. (if over retail space or on East side of Scotch Road)
8.	Max. Lot Coverage	65%
9.	Max. Floor Area Ratio	0.50
10.	Minimum Parking Requirement	3 spaces per 1,000 square feet of non-residential building area

Note 1. Non-residential uses may be subdivided along lease lines with appropriate cross access and parking easements, in which case none of the standards in this Section 2 must be met except limitations on building height.

3. *Permitted Commercial Signage*

- i) Freestanding Monument Signs for Retail Center
 - (1) One sign permitted at each driveway to Scotch Road
 - (2) Maximum Height – 20 feet
 - (3) Maximum Sign Area – 200 square feet
 - (4) Sign Setback- 10 feet
- ii) Wall/Façade Signs for Shopping Center
 - 1. Maximum sign area – two (2) square feet per one (1) lineal foot of building width dedicated to the specific business or one hundred (100) square feet, whichever is larger.
 - 2. Anchor tenants are permitted façade signs equal to 10% of the total façade area.
- iii) Freestanding Signs for Pad Sites. One freestanding monument sign may be provided for each pad site.
 - (1) Maximum Height – 15 feet
 - (2) Maximum Sign Area – 100 square feet
 - (3) Sign Setback – 10 feet
- iv) Wall/Façade Signs for Pad Sites
 - (1) 75 square feet on primary/front façades.
 - (2) 50 square feet on internal facades.
- v) Two directional signs are permitted at each driveway entrance at a maximum height of 6-feet with a maximum area of 10 square feet.
- vi) Canopy signage is permitted in addition to the wall signs. The maximum sign area on the canopy shall not exceed 40 square feet per side.

- vii) Drive-thru establishments are permitted signage, intended for the drive-thru user only and not the general public, including a menu board, not to exceed 20 square feet, and directional signage for ordering lanes, not to exceed 2 square feet.

GENERAL DEVELOPMENT PLAN

The developer(s) of the Inclusionary Planned Development Districts may submit a general development plan to the approving authority for review and approval prior to submitting a preliminary plat. The submission shall be in accordance with section 17-126. The design standards for required improvements shall comply with the approved general development plan and the provisions of this ordinance that have not been modified by the approved general development plan.

VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS

1. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing.
2. Twenty-percent (20%) of the total residential units, exclusive of assisted living, are to be set-aside as affordable housing (low- and moderate-income units) up to a maximum of 430 units.
3. Ten-percent (10%) of the assisted living units, are to be set-aside as affordable housing (low- and moderate-income units) up to a maximum of 50 units.
4. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.
5. The affordable housing units shall be distributed throughout the Inclusionary Planned Development Zones.
6. The Township-designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.
7. At least 185 of the low- and moderate-income units shall be family rental units and shall not be age-restricted.
8. A maximum of 15% of the low- and moderate-income units may be age-restricted. Age-restricted affordable units shall be integrated into and distributed throughout the market-rate age-restricted development.
9. The production of low and moderate income units and market units shall be in accordance with the following schedule:

Minimum Percentage of Low and
Moderate Income Units Completed

Percentage of Market Units Completed

0	25
10	25 + 1 unit
50	50
75	75
100	90

10. A Continuing care retirement community may include independent living units and assisted living beds, not to exceed a total of 500 units and/or beds. Up to 400 assisted living beds are permitted, of which at least 10 percent shall be reserved for Medicaid recipients, consistent with N.J.S.A. 26:2H 12.16, et seq. and N.J.A.C. 8:36-5.1, et seq.
11. All affordable residential units shall be subject to a control period pursuant to N.J.A.C. 5:80-26.11 of not less than forty (40) years.

OTHER REQUIREMENTS

1. Site Design - Any application for development or redevelopment shall include at least the following elements:
 - A. An overall development plan for the Redevelopment Area identifying land use types, building heights, floor areas of each building and the number of residential units, designed to be a vital and walkable place that:
 - is compact;
 - is designed for the human scale with buildings placed closer to the street and a variety of gathering places.
 - provides a mix of uses, including residential, commercial, civic green spaces in close within the neighborhood;
 - provides a mix of housing styles, types, and sizes to accommodate households of all ages, sizes, and incomes;
 - incorporates environmental features into the design;
 - B. Architectural elevations, renderings and floor plans.
 - C. A circulation and streetscape plan, indicating the overall design with a boulevard street entry, and locations and types of materials to be used, including pavements, trees and other plantings and any street furniture. Pedestrian and/or bicycle circulation systems shall be designed to extend throughout the development and connect with open space and common areas.
 - D. Parking, loading and vehicular access plan. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area on adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency.

- E. Landscape plan. Use indigenous and non-invasive species to the greatest extent practicable.
 - F. Open Space Plan. The open space requirement for the IPD Districts shall be substantially satisfied by the dedication of 174 acres on the west side of Scotch Road, pursuant to the Settlement Agreement. Nonetheless, neighborhood-scale open spaces shall also be distributed throughout the developed areas, including neighborhood parks (approximately 5,000 square feet) and green space. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.
 - G. Utility plan. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.
 - H. Stormwater management plan - . Stormwater designs shall use as naturalized designs and shall promote water quality, minimize maintenance and provide for groundwater recharge. Use low impact development design techniques to the greatest extent practicable. Where possible use geologic formations to enhance groundwater recharge.
 - I. Lighting plan. Use LED and low energy use lighting. Accommodate Dark Sky design standards to the greatest extent practicable.
 - J. Phasing plan – Phasing shall be indicated for all elements to be constructed as the development proceeds. This shall include the phasing of construction of utilities, access roads and key service components of the development, which may occur independent and in advance of building construction.
2. Building Design. The design of the residential buildings shall be of a residential character and not institutional and an integrated architectural theme shall be utilized throughout each neighborhood, including principal and accessory buildings and structures and all signage.
- A. Architectural elevations and floor plans shall be provided for each type of building.
 - B. Maximum length of buildings shall not exceed 225 feet unless a 4' offset is provided in the facade.2. Variations in setback, materials, colors and design including breaks in the building façade shall be encouraged to reduce and separate the building mass.
 - C. Rooflines shall be pitched. If flat roofs are provided, they shall incorporate green design techniques including either vegetation or solar collection and shall be designed to shield any roof-mounted equipment.
 - D. All HVAC and mechanical equipment shall be adequately screened from view.
 - E. All multiple family dwelling buildings and all accessory buildings and structures, including signs, shall be designed in a unified architectural style.
 - F. Building design shall include spare electrical conduit to permit future installation of rooftop mounted solar.

VARIANCES AND INAPPLICABLE ORDINANCES

- A. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.

- B. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
- C. The developer of a redevelopment project proposing the construction of affordable housing shall be entitled to request relief from asserted cost generative features in the Township's land use ordinances as authorized by N.J.A.C. 5:93-10.1, *et seq.*

MUNICIPAL COOPERATION WITH UTILITIES

The Township shall confirm in writing its support of submission and applications for all utilities (specifically water and sewer) and all necessary government agency or private utility approvals related to all aspects of the development within five (5) business days of a written request for such support from the developer. Specifically, the Township shall assist the developer in discussions with ELSA, Mercer County, NJDOT, NJDEP, the DRCC and any other public or private entity with which the developer must deal in order to develop the subject property, including any effort the developer may make to decrease the fees charged by ELSA. The Township shall assist in acquiring rights-of-way or easements if necessary. The Township shall make available redevelopment tools for the subject property as fully as permitted by law.

REDEVELOPER'S AGREEMENT

The Redeveloper shall enter into an agreement with the municipality pursuant to the provisions of N.J.S.A. 40:55D-39 within 90 days of a memorialized Board resolution of final site plan approval setting forth variations from ordinary standards for preliminary and final approval to provide increased flexibility and promote mutual agreement between the applicant and the municipality at the time of conceptual master site plan approval. The substance of the Redeveloper's Agreement shall be consistent with the laws of the State of New Jersey, the Hopewell Land Use Code and the conditions and standards applicable to development in the zone. The Redeveloper's Agreement shall be in a form satisfactory to the Township Attorney and the Redeveloper, shall be assignable to such other redeveloper or redevelopers as are reasonably acceptable to the Township at no cost, and may include, but is not limited to, provisions relating to the following:

- Building layout and use.
- Signage: Criteria to ensure a harmonious signage design for the entire development, which shall include lettering style, lighting standard types, sign material and sign lighting.

- Architecture: Architectural design standards to ensure that the development will result in an aesthetically-harmonious design which may include external building materials, fenestration, color, mechanical penthouse screening and roof appearance where visible from adjoining buildings of higher elevation. Upon application by the developer and upon approval of the Planning Board, architectural criteria may be revised from time to time.
- Lighting plan: to ensure a uniform lighting plan to provide safe and attractive lighting for exterior roads, interior roads and driveways, parking lots, walkways and landscape display lighting.
- Landscaping: to ensure retention of natural vegetation, landscaping of parking areas, landscaping of building sites and the screening of trash collection and removal areas, buffering and wind shielding, pedestrian and bike linkages between buildings and the entire tract to encourage free passage while discouraging conflict with vehicular traffic.
- Recreation: Active and passive recreational facilities, such as jogging and fitness trails, passive sitting areas, and other athletic facilities shall be provided for the benefit of building occupants.
- Maintenance: Developer's obligation to maintain: provisions for maintenance and repair by the developer, or his successors, of building exteriors, trash removal and maintenance of public improvements until acceptance, landscaping, buffered areas and open spaces.
- Payment In Lieu Of Taxes Agreement

PLAN AMENDMENT

Amendments to the Redevelopment Plan may be adopted in order to meet changing circumstances within and affecting the Redevelopment Area and the Township, but any site plan must be consistent with the adopted or amended Redevelopment Plan and conform to the design requirements of the ordinance.

CHAPTER V
SITE SUITABILITY INFORMATION
ENOURATO



TOWNSHIP OF HOPEWELL

MERCER COUNTY

SITE SUITABILITY INFORMATION

Enourato

September 21, 2015

Revised November 19, 2017

Page 1 of 1

Block: 78
Lots: 17
Address: 2500 Pennington Road
Present Owners of Record: Albert M. Enourato

Existing Zoning: HBO
Proposed Zoning: IMF-1
Planning Area: PA2

Sewer Service: ELSA (Included in existing sewer service area)
Water Service: Trenton Water (Included in existing water franchise area)

SITE SUITABILITY

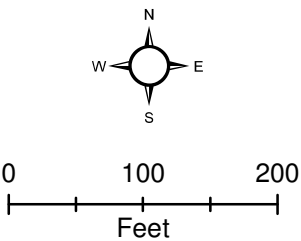
Gross Lot Area: 11.0 Acres
Constrained Areas: 4.0 Acres (wetlands and transition areas)
Net Area for Development 7.0 Acres

- Enourato filed Interested Party Status request 07/28/15
- Schedule

DEVELOPMENT PROCESS ACTION	DATE ANTICIPATED TO BEGIN	DATE ANTICIPATED TO BE COMPLETED
Proposed Zoning	11/13/17	11/27/17
Development Approvals	1/2018	7/2019
Building Permits	9/2019	2/2022
Occupancy	3/2020	7/2022

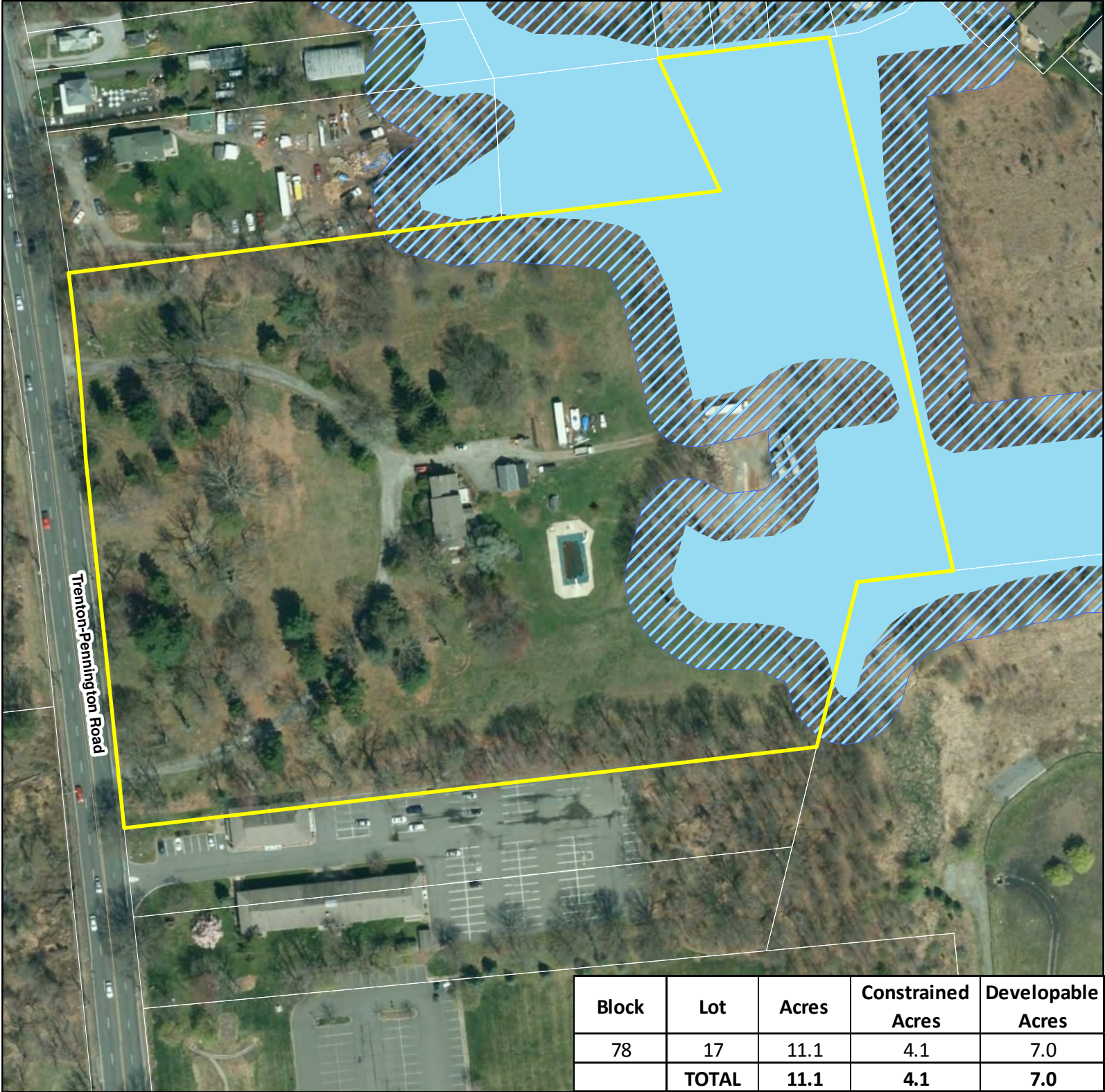
Environmental Constraints
 Block 78
 Lot 17
*Portion of
 Hopewell Township
 Mercer County, NJ
 November 2017*

- Legend**
-  Subject Properties
 -  Water
 -  Wetlands
 -  50' Wetlands Buffer



Data Sources:
 NJGIN Parcels 2011
 NJDOT Roadway Network
 NJOGIS 2015 Aerial Photography
 NJDEP 2012 Land Use/Land Cover
 NJDEP 10 Meter DEM's
 FEMA Floodzones

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.



**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 17 -

**AN ORDINANCE AMENDING VARIOUS ZONING PROVISIONS OF
CHAPTER XVII, LAND USE AND DEVELOPMENT, OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL (1978)”**

BE IT ORDAINED by the Township Committee of the Township of Hopewell, County of Mercer and State of New Jersey as follows:

Section 1. Amend Section 17-138(a) so that the Zoning Map includes Block 78, Lot 17 within the ***Inclusionary Multi-Family – 1 Zone (IMF-1)***.

Section 2. Amend Section 17-138(b) “Map Amendments” to add the following note:

“21. The official zoning map of the Township of Hopewell was amended on _____ (Ord. No. _____) to designate Block 79.01, Lot 21 within the ***Inclusionary Multi-Family – 1 Zone (IMF-1)***.

Section 3. Article IX, entitled “Zoning Districts”, of Chapter XVII, Land Use and Development, of the “Revised General Ordinances of the Township of Hopewell, New Jersey (1978),” is hereby amended and supplemented with the addition of the Inclusionary Multi-family -1 Zone (IMF-1) to read as follows:

17-173 *Inclusionary Multi-Family – 1 Zone (IMF-1)*

- a. *Purpose.* The purpose of this district is to provide an opportunity for inclusionary residential development in an appropriate location in order to meet the constitutional obligation to provide for the Township’s fair share of the regional need for affordable housing. This zone advances the dual master plan objectives of increasing the supply of affordable housing and diversifying the types of housing available to meet the changing demographics of the Township. This zone is also intended to implement the terms of a certain Settlement Agreement, including the Supplemental Settlement Agreement attached thereto, by and between, inter alia, the Township and Fair Share Housing Center dated July 13, 2017, which Agreement was approved by the Court at a Fairness Hearing held on August 28, 2017 in the action captioned In the Matter of the Application of the Township of Hopewell, Docket No. MER-L-1557-15 (Mt. Laurel).
- b. Permitted Principal Uses.
 1. Garden apartments.
 2. Townhouses.
 3. Stacked flats, in a multi-family dwelling building, which may contain up to three dwelling units vertically provided each unit has its own private entrance. Stacked flats may have rear loaded driveways and garages with a rear access

way of 24' in width (excluding driveways) for 2 way traffic or 18' in width (excluding driveways) for 1 way access.

c. Permitted Accessory Uses

1. Structures designed for recreation or community use as a part of the multi-family dwelling development.
2. Private garages and carports.
3. Tot lots.
4. Walking paths.
5. Off-street parking facilities.
6. Community clubhouse with fitness room, club room and furnished model.
7. Management and leasing offices.
8. Maintenance office/garage building not to exceed one (1) story in height and 1,500 square feet in floor area. The façade design shall match the residential structures.
9. Solid waste facilities.
10. Monument signs located at entrance to be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.
11. Utility structures and facilities needed to provide the direct service of gas, electricity, telephone, water, sewerage and cable television.
12. Temporary Sales Model Homes within the respective home types, including related direction signage to identify the home(s) as a model.
13. One temporary construction and one temporary marketing/sales trailers.
14. Patios and Decks directly adjacent to the rear of any homes, which shall also be permitted to be located within building setbacks.
15. Privacy fences separating the townhomes shall not exceed 10' in length and shall not enclose a patio.
16. Such other accessory uses customarily incidental to the uses permitted herein, however outdoor storage other than that which can be accommodated on a deck or patio is not permitted. Free standing or attached storage sheds outside of a patio or deck are not permitted.

d. Overall or Entire Tract Bulk and Area Requirements

- | | |
|--------------------------------|--|
| 1. Minimum Lot Area | 10 acres |
| 2. Minimum Lot Frontage | 150 feet |
| 3. Minimum Lot Width | 300 feet |
| 4. Minimum Lot Depth | 200 feet |
| 5. Minimum Building Set-back | |
| 1. Front yard | 45 feet (for individual units: shall be 20' from back of curb where no sidewalk provided, and 20' from back of sidewalk) |
| 2. Side/Rear yard | 40 feet (for individual units: shall be 10' from back of curb) |
| 3. Building to Building | 20 feet |
| 6. Maximum Building Coverage | 30% |
| 7. Maximum Impervious Coverage | 60% |
| 8. Maximum Density | 8 units/acre |
| 9. Maximum Building Height | 3 stories and 45 feet |
| 10. Drive Aisle Width | 24' for 2 way traffic/access |

11. Parking (excludes driveways for the purpose of set-back and distance)
 1. Spaces per unit per RSIS
 2. Set-back from tract property line 20 feet
 3. Distance from building 10 feet
 4. Parking stall size 9' x 18'
17. Minimum landscaped buffer
 - 25' front yard
 - 20' side and rear yards

e. Very Low, Low and Moderate Income Housing Requirements

1. A minimum set aside of 15% of all units must be deed restricted for occupancy by very, low and moderate income households.
2. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing.
3. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.
4. Affordable housing units shall be affordable family rentals (not age-restricted) and shall be located in one or more buildings. A Certificate of Occupancy for the affordable building must be issued before the Township is obligated to issue more than 51% of the Certificates of Occupancy for the market rate units. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

f. Other Requirements

1. Building Design. The design of the buildings shall be residential and not institutional and shall conform to the following:
 - a. Architectural elevations and floor plans shall be provided for each type of building.
 - b. Maximum length of buildings shall not exceed 225 feet.
 - c. Variations in setback, materials, colors and design including breaks in the building façade shall be encouraged to reduce and separate the building mass.
 - d. Rooflines shall be pitched. If flat roofs are provided, they shall incorporate design techniques to shield any roof mounted equipment.
 - e. All HVAC and mechanical equipment shall be located on the side or rear of each home. If not so located then the HVAC and mechanical equipment shall be adequately screened from view.
 - f. All units shall be designed in a unified architectural style.
2. Circulation.
 - a. A boulevard street entry shall be provided at the community entrance.

- b. Pedestrian circulation systems shall be designed to extend through the neighborhood and connect with open space and common areas. Sidewalks shall be provided on at least one side of the streets.
- 3. Open Space - A minimum of 20 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space.
- 4. Utilities/Services. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.
- 5. Recreation. For a community less than 90 homes, recreation shall be permitted as a system of walking paths or sidewalks and a tot lot to service the subject property.

Section 4. The review of development applications submitted hereunder shall be expedited and variances other than “d”-type variances, waivers and/or exceptions necessary to achieve approval of an inclusionary development of up to 8 dwelling units per acre shall be reviewed by the Planning Board.

Section 5. If any section of this ordinance is determined to be invalid, such determination shall apply only to that section and the remainder of the ordinance shall be deemed to be valid.

Section 6. This ordinance shall take effect upon passage and publication as provided by law.

Date Introduced:

Date Advertised:

Date Adopted:

CHAPTER V
SITE SUITABILITY INFORMATION
WOODMONT



TOWNSHIP OF HOPEWELL

MERCER COUNTY

SITE SUITABILITY INFORMATION

Woodmont

September 21, 2015

Updated November 19, 2017

Page 1 of 1

Block: 78.09
Lots: 21
Address: 87 Federal City Rd.
Present Owners of Record: Donna and David Klockner

Existing Zoning: R-100
Proposed Zoning: IMF-1
Planning Area: PA2

Sewer Service: ELSA (Included in existing sewer service area)
Water Service: Trenton Water (Included in existing franchise area)

SITE SUITABILITY

Gross Lot Area: 21.0 Acres
Constrained Areas: 6.0 Acres
Net Area for Development 15.0 Acres

- Schedule

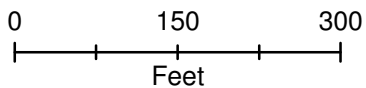
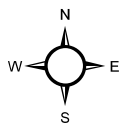
DEVELOPMENT PROCESS ACTION	DATE ANTICIPATED TO BEGIN	DATE ANTICIPATED TO BE COMPLETED
Redevelopment Plan	10/02/17	10/23/17
Development Approvals	2/1/18	12/30/18
Building Permits	1/15/19	6/1/19
Occupancy	3/1/19	12/30/19

Environmental Constraints
Block 78.09;
Lot 21

Portion of
Hopewell Township
Mercer County, NJ
November 2017

Legend

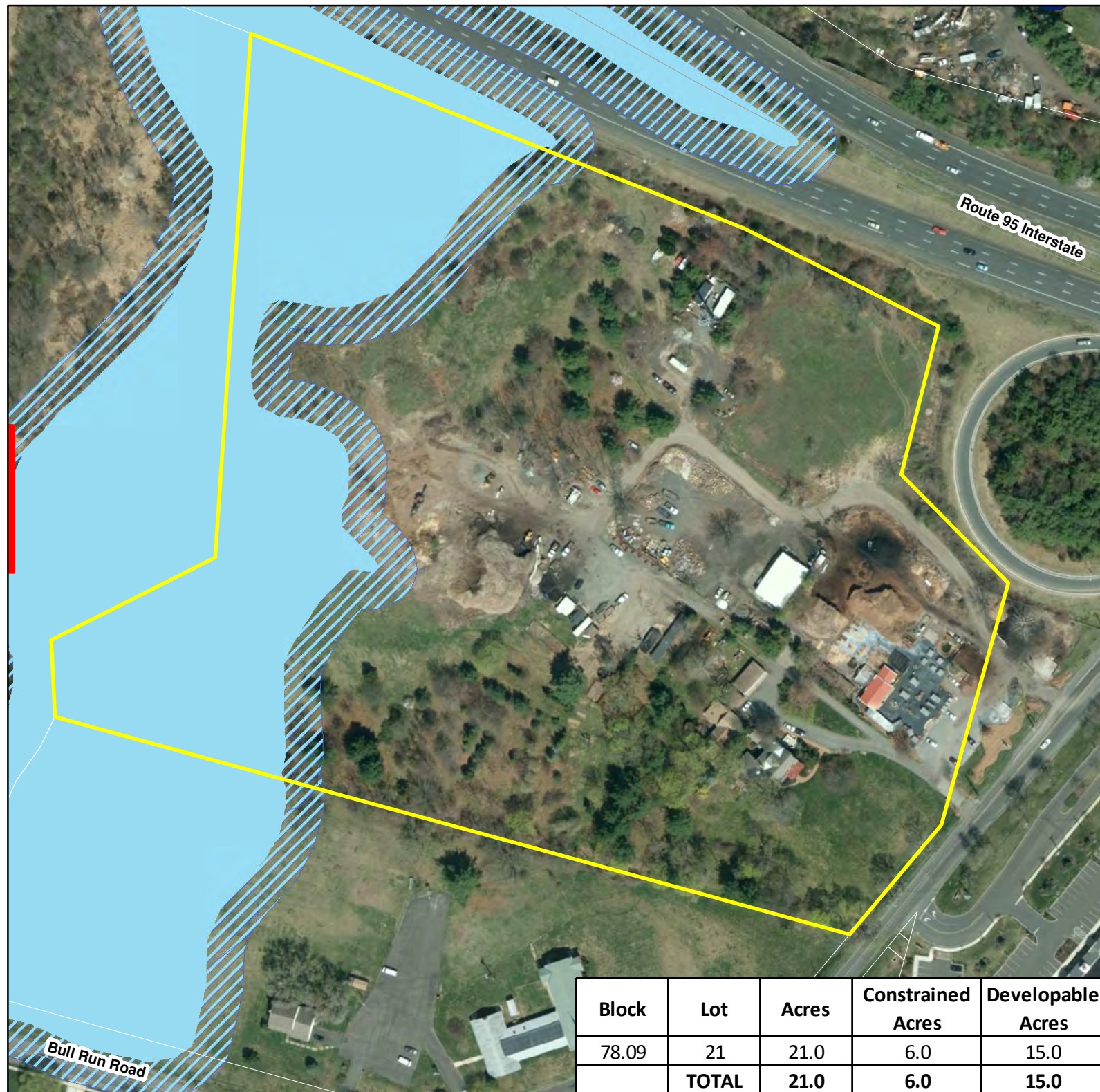
-  Subject Property
-  Water
-  Wetlands
-  50' Wetlands Buffer



Data Sources:
NJGIN Parcels 2011
NJDOT Roadway Network
NJOGIS 2015 Aerial Photography
NJDEP 2012 Land Use/Land Cover
NJDEP 10 Meter DEM's
FEMA Floodzones

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.

BANISCH
 ASSOCIATES, INC.
Planning and Design



Block	Lot	Acres	Constrained Acres	Developable Acres
78.09	21	21.0	6.0	15.0
	TOTAL	21.0	6.0	15.0

**TOWNSHIP OF HOPEWELL,
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 17-1666

**AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR THE
WOODMONT AREA IN NEED OF REDEVELOPMENT IN
ACCORDANCE WITH N.J.S.A. 40A:12A-7 AND AMENDING CHAPTER
XVII, "LAND USE AND DEVELOPMENT," ARTICLE VIII, "ZONING-
GENERAL PROVISIONS," SECTION 17-138.b, "ZONING DISTRICTS"
TO ADD SUB-PARAGRAPH 20 TO THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF HOPEWELL**

WHEREAS, the Township Committee of the Township of Hopewell, County of Mercer, directed the Planning Board to undertake a preliminary investigation as to whether certain areas within the municipality met the statutory criteria for declaring the lands an area in need of redevelopment on May 8, 2017 as memorialized in Resolution No. 17-172; and

WHEREAS, the Planning Board of the Township of Hopewell, County of Mercer conducted the preliminary investigation to determine if Block 78.09, Lot 21, the "Woodmont Site" met one or more of the criteria for such designation pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, the Planning Board, after the conclusion of a public hearing held on July 27, 2017, adopted Resolution No. 17-013 finding and concluding that the Woodmont Site satisfies the criteria for redevelopment area designation set forth in N.J.S.A. 40A:12A-5c, 5d, 5e and 5h and recommending to the Township Committee that the study area was an area in need of redevelopment; and

WHEREAS, the Township Committee favorably received the recommendation of the Planning Board and by the adoption of Resolution No. 17-013, dated July 27, 2017, established the Woodmont Redevelopment Area, among others; and

WHEREAS, Resolution No. 17-013 also authorized the preparation of a redevelopment plan for any portion or the entirety of the area in need of redevelopment; and

WHEREAS, the Township Committee finds that the redevelopment plan adopted herein is designed to implement a comprehensive redevelopment strategy to overcome blighting conditions in the Woodmont Site and is intended to improve the quality of life of the residents, landowners, business owners and visitors thereto to the Township of Hopewell through new investment for business and job creation; and

WHEREAS, the Township Committee desires to adopt the Woodmont Redevelopment Plan, dated October 2, 2017, attached hereto for the Woodmont Redevelopment Area designated as Block 78.09, Lot 21 on the tax assessment maps of the municipality, constituting the Woodmont Site.

NOW, THEREFORE BE IT ORDAINED, that the Township Committee of the Township of Hopewell adopts the following provisions:

Section 1. Adoption of the Woodmont Redevelopment Plan. The Township Committee hereby adopts the Woodmont Redevelopment Plan, dated October 2, 2017, prepared by Francis J. Banisch AICP/PP, and hereby adopted by reference and incorporated into this ordinance as if sent forth at length.

Section 2. Establishment of the Redevelopment Ordinance Title. This ordinance may be known and cited as, “The Woodmont Redevelopment Ordinance of the Township of Hopewell, Mercer County, New Jersey”.

Section 3. Purpose and Intent. The purpose and intent of this ordinance is to further the following goals and objectives.

- A. To return the property to productive use through the efforts of private capital and ownership.
- B. To provide appropriate development standards to guide and facilitate the redevelopment of the Woodmont property in a manner consistent with the overall redevelopment goal;
- C. To encourage high quality architectural design and construction of new buildings within the redevelopment area;
- D. To utilize “green” building techniques and sustainable design features in both the site design and commercial building design consistent with the goals and objectives of the Hopewell Township Master Plan

Section 4. Redevelopment Authority. The Township Committee shall act as the “Redevelopment Authority” pursuant to N.J.S.A. 40A-12A-4.c for purposes of implementing the Woodmont Redevelopment Plan and carrying out redevelopment projects. In doing so, the Township Committee shall have all of the powers set forth in N.J.S.A. 40A:12A-8 to effectuate its duties and responsibilities in the execution and implementation of the redevelopment plan.

Section 5. Annual Reports. Pursuant to the requirements of N.J.S.A. 40A:12A-43, the municipality shall submit an annual report to the Commissioner of the Department of Community Affairs of the State of New Jersey indicating the name, location and size of all projects undertaken in the redevelopment area.

Section 6. Section 17-138.b of the Land Use and Development Ordinance of the Revised General Ordinances of the Township of Hopewell shall be amended to add paragraph 20, as follows:

- 20. The official zoning map of the Township of Hopewell was amended on October 23, 2017 [such date being the date of the final passage of this ordinance] to designate Block 78.09 Lot 21 as the Woodmont Redevelopment Area pursuant to N.J.S.A. 40A:12A-7.c.

Section 7. Continuation. In all other respects, the Code of the Township of Hopewell shall remain unchanged.

Section 8. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 9. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Township of Hopewell, then the restriction which imposes the greater limitation shall be enforced.

Section 10. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

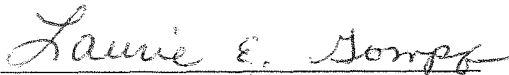
Section 11. Enactment. This Ordinance shall take effect after final passage and publication in the manner prescribed by law.

Date Introduced: October 2, 2017
Date Advertised: October 6, 2017
Date Adopted: October 23, 2017



Kevin D. Kuchinski
Mayor

Attest:



Laurie E. Gompf
Municipal Clerk

Redevelopment Plan

for

Block 78.09, Lot 21

Hopewell Township
Mercer County

establishing the

***Inclusionary Multi-Family – 1 Zone
(IMF-1)***

October 2, 2017

Prepared by:
Hopewell Township Committee
With Assistance from:
Banisch Associates, Inc.

Table of Contents

1.	INTRODUCTION	3
1.1	BASIS FOR THE PLAN	3
1.2	REDEVELOPMENT PLANNING PROCESS.....	3
1.3	OVERVIEW OF REDEVELOPMENT AREA.....	4
1.4	OVERVIEW OF REDEVELOPMENT PLAN	5
2.	CONTEXT, VISION AND GOALS.....	5
2.1	CONTEXT	5
2.2	GOALS & OBJECTIVES.....	6
2.3	VISION	6
2.4	REDEVELOPMENT PLAN'S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN.....	7
3.	LAND USE AND BUILDING REQUIREMENTS.....	11
3.1	PERMITTED USES	11
3.2	BULK AND AREA REQUIREMENTS.....	11
3.3	VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS.....	12
3.4	OTHER REQUIREMENTS.....	12
3.5	VARIANCES AND INAPPLICABLE ORDINANCES	13
3.6	MUNICIPAL COOPERATION WITH UTILITIES	14
4.	REDEVELOPMENT ACTIONS.....	14
4.1	OUTLINE OF PROPOSED ACTIONS	14
4.2	PROPERTIES TO BE ACQUIRED	14
4.3	RELOCATION.....	15
4.4	ADMINISTRATIVE PROVISIONS	15
5.	PLAN CONSISTENCY REVIEW	15
5.1	RELATIONSHIP TO LAWRENCE TOWNSHIP MASTER PLAN.....	15
5.2	RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN.....	15
5.3	RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN	15
6.	GENERAL PROVISIONS	16
6.1	AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE.....	16
6.2	DEFINITIONS.....	16
6.3	VARIANCE REQUESTS.....	16
6.4	REQUESTS FOR DESIGN EXCEPTIONS.....	17
6.5	SITE PLAN AND SUBDIVISION REVIEW	17
6.6	AFFORDABLE HOUSING	18
6.7	ADVERSE INFLUENCES	18
6.8	NON-DISCRIMINATION PROVISIONS	18
6.9	DURATION OF THE PLAN	19
7.	OTHER PROVISIONS	19
7.1	STATEMENT ABOUT REDEVELOPMENT	19
7.2	PROCEDURE FOR AMENDING THE APPROVED PLAN.....	20
	APPENDIX A.....	21

1. INTRODUCTION

1.1 BASIS FOR THE PLAN

This Redevelopment Plan has been prepared pursuant to New Jersey's Local Redevelopment and Housing Law (LRHL) for Lot 21 in Block 78.09 ("Redevelopment Area"), located at Federal City Road, adjoining I-95 in southern Hopewell (see Figure 1 – Aerial Photo of Redevelopment Area).

The property consists of approximately 22 acres. With the exception of a small triangular area along Federal City Road that lies in Lawrence Township, the property is located in the southeastern corner of Hopewell Township.¹ The property is zoned for single-family detached homes, but its location - adjoining an access ramp to Interstate 95 - makes it a less attractive location for single-family detached homes.

The site has been included as a compliance site in a settlement agreement with Fair Share Housing Center (FSHC) and is an integral part of the Township's plan to address its 1999 – 2025 housing obligation. A settlement agreement with Woodmont Properties, L.L.C (Woodmont) provides for the development of this property with a neighborhood of 300 rental units, of which at least 48 (16%) will be affordable to very low, low and moderate income households.

Hopewell Township Committee Resolution No. 17-172, directed the Hopewell Township Planning Board to determine if the subject property qualified as a non-condemnation area in need of redevelopment. The Planning Board recommended that the site be determined an area in need of redevelopment, pursuant to a July 2017 Preliminary Investigation Report. This Redevelopment Plan has been prepared at the direction of the Hopewell Township Committee.

1.2 REDEVELOPMENT PLANNING PROCESS

The LRHL details the process that a municipality must follow to utilize the State's redevelopment powers. The adoption of a redevelopment plan is a precondition for the use of these powers, which permit municipalities to plan and zone in a manner that can remedy the blighting effects of underperforming, outdated or obsolete land uses and structures.

After adoption of a redevelopment plan, the municipality may:

- Negotiate and collect revenues from a redeveloper to defray the costs of the redevelopment entity

¹ For purposes of this Plan, the term "property" shall refer to the portion within Hopewell Township only.

- Clear any area owned or acquired and install, construct or reconstruct public infrastructure essential to the preparation of sites for use in accordance with the redevelopment plan.
- Contract for professional services.
- Contract with public agencies or redevelopers for the undertaking of any project or redevelopment work.
- Lease or convey property or improvements to any party without public bidding.

According to the Local Redevelopment and Housing Law (NJSA 40A: 12A-1, et seq.), the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definitive local objectives, including appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements;
3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area;
4. Identification of properties to be acquired, if any;
5. Any significant relationship of the Redevelopment Plan to the Master Plans of contiguous municipalities, the County and the State Development and Redevelopment Plan;
6. Enumeration of deed-restricted affordable units in the redevelopment area and their disposition.

Redevelopment Planning Process In New Jersey

N.J.S.A. 40A:12A-1 et seq.

4. Planning Board completes the public hearing and recommends to governing body whether to designate all or part of study area as an area in need of redevelopment

1. Governing Body by resolution directs the Planning Board to undertake a preliminary investigation of whether an area meets redevelopment criteria and to conduct a public hearing

5. Governing Body, if in agreement with Planning Board recommendation, adopts a binding resolution designating all or part of a proposed area as a redevelopment area

2. Planning Board examines the study area and maps the boundaries of proposed redevelopment area(s) along with the basis for the investigation

6. Governing Body authorizes preparation of a redevelopment plan

3. Planning Board sets a date for a public hearing and gives public notice describing the boundaries of the area, and where the map is available for public inspection

7. Planning Board reviews the redevelopment plan for consistency with Master Plan

8. Governing Body holds a public hearing and adopts the Redevelopment Plan by Ordinance

1.3 OVERVIEW OF REDEVELOPMENT AREA

Hopewell Township occupies the northwest corner of Mercer County, and is afforded advantageous regional highway access via I-95, which straddles the Township's southern boundary. Figure 2 illustrates the land use character on and immediately adjoining the Redevelopment Area in Hopewell Township, which includes a mixture of religious and educational uses, as well as the residential and commercial/office uses across Federal City

Road in Lawrence Township. Major transportation infrastructure, in the form of I-95, which borders the parcel on the north, provides direct regional access to the Interstate highway network. While State data misclassifies the church to the south of the site on Figure 2, Figure 3 – Property Tax Class – clarifies that it is indeed a church.

The 22-acre subject property is occupied by one single-family dwelling and several accessory buildings. The accessory buildings include several storage buildings and a discontinued garden center and farm market. While the property is mostly developable upland, NJDEP mapping indicates the presence of wetlands along the westerly edge of the property, as seen on Figure 2.

A portion of the site is used by a landscaping business for storage of mulch, landscape materials and equipment. A cellular tower is also located on the site adjacent to I-95. The accessory buildings are in marginal to poor condition, except for the 4-bay garage behind the former garden center, which is in good condition.

The property's location adjacent to I-95 and resulting highway noise make it less desirable for single family residential development, as currently permitted, but access to I-95 makes it an attractive rental location.

1.4 OVERVIEW OF REDEVELOPMENT PLAN

This Redevelopment Plan, which creates an inclusionary multi-family residential zone, advances local community planning objectives related to the provision of affordable housing as part of a balanced housing plan. The inclusionary development serves as a transitional use that will blend well in the community context, and will create high quality rental housing opportunities that are in short supply in Hopewell Township. The redevelopment area's advantageous location will provide the residents with regional access advantages.

2. CONTEXT, VISION AND GOALS

2.1 CONTEXT

The 2009 Hopewell Township Land Use Plan, which echoes the goals, objectives and policies of the 2002 Hopewell Township Master Plan, includes the property within the R-100 Zone. When public water and sewer are available, the R-100 permits single-family homes on lot sizes as small as 20,000 square feet². At the time of adoption of the 2002 Master Plan and the 2009 Land Use Plan, Hopewell Township had no reliable guidance regarding its post 1999 affordable housing obligation. Nonetheless, Hopewell Township's continuing efforts to address its post 1999 constitutional fair share obligation resulted in 149 post-1999 affordable units and credits.

² The ordinance permits a cluster provision on 7,000 square foot lots.

The Township has recently received Court approval to address a 1999–2025 affordable housing obligation of 1,141 low- and moderate-income housing units and, after substantial deliberation, has determined that the subject property is an appropriate site to permit higher-density inclusionary development.

The property is well-situated to provide for inclusionary residential development, having sufficient developable land to accommodate the development, all necessary infrastructure and advantageous regional highway access. The site is also well situated to create an education-focused community, with two (2) institutions of higher learning (The College of New Jersey and Rider University) within a 1.5 mile radius and with ready pedestrian and bicycle access to the adjoining Mercer County Technical School. Improved connectivity will be provided in the form of sidewalks along Federal City Road and walking paths within the new neighborhood.

This Plan establishes the vision for redevelopment of the property and identifies opportunities and constraints specific to the site. It also identifies the intended future uses, their arrangement and design and method of implementation of the plan.

2.2 GOALS & OBJECTIVES

This Redevelopment Plan is a key component of Hopewell Township’s comprehensive strategy to address its affordable housing obligation. This Plan aims to:

- Aid Hopewell Township in addressing its affordable housing obligation (1999-2025) through creation of a planned neighborhood of higher-density inclusionary housing at the site (IMF-1)
- Advance Hopewell’s long-standing goal to provide a wider variety of housing types within the Township
- Guide redevelopment on the property to ensure that the new housing opportunities created will be desirable and marketable
- Present development standards that will protect the character of surrounding areas of Hopewell Township
- Encourage aesthetically pleasing architectural design, layout and finishes
- Lay out a vision for redevelopment that incorporates strategies to create a “sense of place” at the property
- Examine planning documents from surrounding municipalities, Mercer County and NJ SDRP for consistency

2.3 VISION

The “bookend generations” – Baby-boomers and Millennials – are increasingly demanding alternatives to single family dwellings on individual lots. Taking advantage of direct access to I-95 and surrounding regional employment, shopping and recreational opportunities, the IMF-

1 zone will provide multiple family housing that appeals to households of varying sizes, ages, and income levels.

This new neighborhood of aesthetically pleasing, low-maintenance, apartments and townhouses will promote an active lifestyle and will address the housing needs of millennials, aging baby boomers, high-level professionals and young families looking to make Hopewell Township their home. Amenities will include recreation facilities, including clubhouse, tot lot, walkways and bike paths. These units will also bring residents who come to the Township looking for its many attributes and later choose to buy a home here.

The units will be arranged to maximize connectivity and echo a traditional neighborhood design, with a central green that is well-defined by use of “street walls.” Amenities including recreational buildings, clubhouses, tot lots, barbeque patios and other common areas will be connected with pathways to promote walking and bicycling on site.

Adaptive reuse should be explored for the Hunt/Fitzpatrick House, one of only 41 properties in the Township listed on or eligible for listing on the National Register of Historic Places. The Historic Preservation Plan cites that the home’s eligibility for listing on the National Register according to the State Historic Preservation Office (SHPO opinion 6/23/1982). The Historic Preservation Plan seeks to safeguard our heritage and foster civic pride in the history and architecture of Hopewell Township, in part by “managing change to historic landmarks and historic districts by *encouraging sensitive alteration and/or new construction*”. Redeveloper shall make the Hunt House available for relocation to any preservation group approved by the Township. The timing of the relocation shall be at Redeveloper’s direction so as to not delay development and the cost of relocation shall be borne by the group moving the structure.”

With a focus on design that promotes the health, happiness and wellbeing of residents, the IMF-1 zone puts a special emphasis on human-scale streetscape elements (such as benches and streetlights) and landscaping that incorporates native plants, trees and shrubs.

2.4 REDEVELOPMENT PLAN’S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN

Hopewell Township has spent the past several years examining opportunities for affordable housing to address its constitutional fair share obligation. Primary among the Township’s objectives has been the identification of realistic opportunities for the creation of affordable housing. Block 78.09, Lot 21 has been found to provide such opportunity through inclusionary residential development.

This Redevelopment Plan is consistent with the following basic principles of the 2002 Master Plan and its goals and objectives:

- a. A variety of housing and a balance of opportunities to live, work and play in safe and attractive surroundings should be provided in part by identifying locations and developing criteria for mixed use development.

Rationale: The rezoning of this site will expand and diversify the local housing stock and will assist low and moderate-income households in finding decent, safe, affordable housing. It will diversify the municipal housing stock and also assist young people and older households looking to live in a high-quality rental community with upscale amenities.

- b. An efficient circulation system that promotes important circulation linkages, retains the character of the rural road network and provides for safe vehicular, pedestrian, equestrian and bicycle movements should be maintained.

Rationale: The subject property is located adjacent to an interchange to I-95, which permits access to and from Route 95 northbound. Therefore, the redevelopment of the subject property is an efficient use of the existing highway system and will allow people to travel to and from the north without impacting local rural roads. In addition, train service to Philadelphia is a six to seven minute ride from the site. A network of pedestrian and bicycle pathways will be incorporated into the neighborhood design.

- c. Farmland and open lands should be retained and the impacts of development should be limited throughout the valley and mountain areas in part by allowing the use of techniques to encourage development to designated villages and hamlets.

Rationale: The subject property is not actively farmed and is not in the valley and mountain areas where preservation is a priority for the Township. Compact development in locations like this helps limit development impacts in the mountain and valley areas.

- d. To protect the rural character and unique sense of place of the Township.

Rationale: The subject property has been developed with a single family dwelling, a former nursery and a large cell tower installation and is adjacent to I-95. The decision to direct higher-density housing development to the site may alleviate some development pressure in other areas of the Township that are more rural in character.

- e. To promote the goals and objectives of Hopewell Township through the incorporation of local policies and strategies that respond to the basic premises, intent and purposes of the State Development and Redevelopment Plan and the Mercer County Master Plan.

Rationale: Pursuant to the settlement agreement between Hopewell Township and FSHC, the subject property will be an integral part of the Township's response to its affordable housing obligation. The State Planning Commission has placed the site in Planning Area 2, an area in which the State Development and Redevelopment Plan (SDRP) encourages growth and the production of inclusionary development. The Mercer County Master Plan supports the goals and objectives of the SDRP. More information about how this Redevelopment Plan

relates to the SDRP and Mercer County's Master Plan can be found in section 6, Plan Consistency Review.

- f. To continue and expand upon land use policies that promote controlled development at suitable locations and appropriate intensities by directing and limiting the more intense development to areas where sanitary sewer service and public water supplies exist or are planned, and by discouraging the extension of growth-inducing infrastructure into rural areas.

Rationale: The SDRP locates the site in Planning Area 2, a location where infrastructure is planned and growth is encouraged. The site is particularly appropriate for higher density housing due to:

- its immediate access to Interstate 95
 - the ability to provide public water and sewer to the site (located within ELSA sewer service area)
- g. To provide for a variety of housing types which respond to the needs of households of varying size, age and income, persons with disabilities and emerging demographic characteristics.

Rationale: Over the past 40 years, household sizes have been steadily decreasing, while there has been an increase in the percentage of older households. The demographic trends indicate that virtually all of New Jersey's growth over the next 20 years will be in smaller households that are under 35 and over 55. These are households that tend to rent, and demographers that study changes in household formation on housing demand project a strong increase in demand for rental housing.

Regarding the younger households, the Joint Center for Housing Studies at Harvard University concludes:

Meanwhile, the aging of the millennial generation over the coming decade will lift the number of households in their 30s by 2.4–3.0 million, depending on immigration trends. But these numbers vastly understate the impact of this group on housing demand since they will account for most newly formed households in the coming decade. Indeed, the millennials will make up fully 24 million new households between 2015 and 2025, *thus driving up demand for rentals and starter homes.*³ (emphasis provided)

In addition, the Joint Center for Housing Studies at Harvard University notes the following national trend regarding rentals:

Two broad trends will drive future growth in renters: the imminent surge in the number of older households and the increasing racial/ethnic diversity of younger age groups. Over the coming decade, the number of renters aged 65 and older is projected to rise by about 2.2 million and

³ State of the Nation's Housing, 2014, page 16.

account for roughly half of all renter growth. *The aging of the population also means that the share of renters that are single persons or married couples without children will soar.*

The redevelopment at the subject property thus responds not only to a wide range of incomes, but also to the varying household size and age characteristics, and emerging demographic trends that will continue to impact the Township and the region.

- h. To promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.

Rationale: The redevelopment of the subject property is an integral part of a settlement to address the Township's 1999 – 2025 fair share. It is located adjacent to Interstate 95; this direct connection to a major highway will connect residents to regional employment opportunities. A short drive (6-7 minutes) allows residents access to direct train service to Philadelphia, New York and throughout the Northeast Corridor.

- i. To provide a range of housing opportunities within the Township, with densities and lot sizes that respond to the capabilities and limitations of natural systems and available infrastructure.

Rationale: The IMF-1 zone provides an opportunity to expand the range and diversity of Hopewell's housing supply. The subject property lies within the ELSA sewer service area.

- j. To establish transportation policies and programs that improve connections among housing, employment and commercial uses, including provisions for vehicular and pedestrian travel and bicycle paths.

Rationale: The subject property is consistent with this goal in that the housing has a direct access to employment and commercial opportunities through its location at Interstate 95's interchange. Pedestrian and bicycle circulation systems will be incorporated in the design to connect open space and common areas.

- k. To control development in rural areas so that traffic will not exceed the capacity of the existing rural road network and historic bridges to provide safe, efficient and convenient traffic movements based on rural road service standards designed to minimize the character of the community.

Rationale: The use of the subject property as a higher density affordable housing site will limit traffic on rural roads because of its direct access to Interstate 95.

The spirit of Hopewell Township's Master Plan goals and objectives has served to guide this Redevelopment Plan, ensuring it promotes the Township's long-standing goals and objectives, and that the resulting redevelopment will harmonize with established nearby neighborhoods and preserve the high quality of life in Hopewell.

3. LAND USE AND BUILDING REQUIREMENTS

This Redevelopment Plan shall supersede Hopewell's Land Use and Management Ordinance (Chapter 17) in the event of conflict. The general standards set forth in the Hopewell Township Land Use Ordinance shall continue to apply except when inconsistent with the standards set forth in this Redevelopment Plan.

This Redevelopment Plan provides for the development of a multi-family residential inclusionary neighborhood on at least 20 acres that will include 300 non-age restricted rentals, including 16% non-age restricted rentals affordable to very low, low and moderate income households. An appropriate integrated architectural theme shall be utilized throughout the development including principal and accessory buildings and structures and all signage.

3.1 PERMITTED USES

Principal permitted uses include a variety of multi-family dwelling types, including:

- garden apartments,
- townhouses,
- dwelling, plex, and
- stacked flats (multi-family dwelling containing three or more dwelling units vertically and/or horizontally).

Accessory uses include utility structures and facilities, off-street parking facilities, solid waste facilities and structures designed for recreation or community use, private garages and carports, a swimming pool with outdoor dining area, dog runs, tot lots and pedestrian and bicycle paths. There shall be a community clubhouse with fitness room and club room, as well as a furnished model, management and leasing offices and maintenance facilities.

Monument signs, which may be located at the entrance to the development, shall not be internally illuminated and shall be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.

3.2 BULK AND AREA REQUIREMENTS

A. Minimum Lot Area	20 acres
B. Minimum Lot Frontage	150 feet
C. Minimum Building Set-back	
1. Front yard	100 feet

2. Side/Rear yard	35 feet
3. Building to Building	20 feet
D. Maximum Impervious Coverage	40%
E. Maximum Density	The lesser of 300 units or 15 units/acre
F. Maximum Building Height	4 stories and 75 feet, provided that four (4) story buildings shall be set-back 300 feet.
G. Parking	
1. Spaces per unit	1.5
2. Set-back from property line	20 feet
3. Distance from building	10 feet
H. Minimum landscaped buffer adjacent to existing public streets and property lines	20 feet
H. Minimum set aside of very, low and Moderate-income units	16%

3.3 *VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS*

- A. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.
1. Affordable housing units shall be affordable family rentals and shall not be age-restricted.
 2. The affordable housing units shall be located in not less than two buildings
 3. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

3.4 *OTHER REQUIREMENTS*

- A. Building Design. The design of the buildings shall be residential and not institutional and shall conform to the following:
1. Architectural elevations and floor plans shall be provided for each type of building.
 2. Maximum length of buildings shall not exceed 225 feet.

3. Variations in setback, materials, colors and design including breaks in the building façade shall be encouraged to reduce and separate the building mass.
4. Rooflines shall be pitched. If flat roofs are provided, they shall incorporate design techniques to shield any roof mounted equipment.
5. All HVAC and mechanical equipment shall be adequately screened from view.
6. All multiple family dwelling buildings and all accessory buildings and structures, including signs, shall be designed in a unified architectural style.
7. Building design shall include spare electrical conduit to permit future installation of rooftop mounted solar.

B. Circulation.

1. A boulevard street entry shall be provided.
2. Pedestrian and/or bicycle circulation systems shall be designed to extend through and connect with open space and common areas.

C. Open Space.

1. A minimum of 30 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space.
2. No more than one-half of the minimum 30 percent of land area may be wetlands, wetlands buffer, 100-year flood plains or lands with a topographic slope of 15 percent or greater.
3. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.

D. Utilities/Services. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.

E. Stormwater. Stormwater designs shall be in a form as naturalized as possible and shall promote water quality, minimize maintenance and provide for groundwater recharge.

3.5 *VARIANCES AND INAPPLICABLE ORDINANCES*

- A. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.

- B. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
- C. The developer of a redevelopment project proposing the construction of affordable housing shall be entitled to request relief from asserted cost generative features in the Township's land use ordinances as authorized by N.J.A.C. 5:93-10.1, *et seq.*

3.6 MUNICIPAL COOPERATION WITH UTILITIES

- A. The Township shall confirm in writing its support of submission and applications for all utilities (specifically water and sewer) and all necessary government agency or private utility approvals related to all aspects of the development within five (5) business days of a written request for such support from the developer. Specifically, the Township shall assist the developer in discussions with ELSA, Mercer County, NJDOT, NJDEP, the DRCC and any other public or private entity with which the developer must deal in order to develop the subject property, including any effort the developer may make to decrease the fees charged by ELSA. The Township shall assist in acquiring rights-of-way or easements if necessary. The township will support the use of other redevelopment tools prescribed by law .

4. REDEVELOPMENT ACTIONS

4.1 OUTLINE OF PROPOSED ACTIONS

Construction of new structures and other improvements will take place as proposed in this Redevelopment Plan. The redeveloper will be required to enter into a Redeveloper's Agreement with the Township that stipulates the precise nature and extent of the improvements to be made and their timing and phasing shall be governed as permitted therein.

4.2 PROPERTIES TO BE ACQUIRED

This Redevelopment Plan will not require Hopewell to acquire any privately-owned property within the Redevelopment Area.

4.3 *RELOCATION*

This Redevelopment Plan will not displace or relocate any residents or businesses within the Plan Area.

4.4 *ADMINISTRATIVE PROVISIONS*

Redevelopment activities within the Redevelopment Area shall comply with all requirements in any executed redevelopment agreement between a designated redeveloper and the Township of Hopewell.

5. **PLAN CONSISTENCY REVIEW**

5.1 *RELATIONSHIP TO LAWRENCE TOWNSHIP MASTER PLAN*

The property is adjacent to Hopewell's border with Lawrence Township., where the zoning to the north is R-1 and to the east is professional office. The redevelopment of the subject property will not have a substantial impact on the Lawrence Township Master Plan, as:

- the area of Lawrence abutting the subject property is virtually fully developed;
- the proposed land use is consistent with other land uses in the area; and
- I- 95 will accommodate much of the proposed community's traffic.

Route 95 will separate the subject properties from all development to the north in Lawrenceville. The land to the east of Federal City Road has been developed as professional offices, single-family housing and a multi-family age restricted community (Traditions Way).

5.2 *RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN*

The Mercer County Master Plan (amended in 2016) supports the basic goals, objectives and strategies of the State Development Redevelopment Plan. It focuses on combatting urban sprawl and capitalizing on available transportation infrastructure. The use of the subject property for inclusionary development is consistent with the following housing and transportation goals (MCMP pages 30 and 32):

1. Focus on housing needs of the work force.
2. Address the housing needs of both lower-income and moderate-income households
3. Through planning efforts, continue to make efficient use of existing road infrastructure including the implementation of access management concepts to maximize the efficiency of the existing roadway system.

5.3 *RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN*

The site lies in Planning Area 2 (PA2). The SDRP envisions itself as a growth management plan and PA2 is one of the areas in which the SDRP promotes growth, including higher density inclusionary development. PA2 is a preferred location for inclusionary development. The SDRP's goals for PA-2 include:

- a. Guiding development in more compact forms,
- b. Encouraging densities that promote transit,
- c. Providing for a full range of housing choices, and
- d. Encouraging redevelopment.

The SDRP is designed to use land and transportation infrastructure efficiently and minimize commuting times. The subject property is located at an interchange to Interstate 95 and is a short drive from rail service. It is a convenient location for households looking for a well situated base from which to commute to work or travel to regional shopping and recreational facilities.

The adopted housing policies of the State Development and Redevelopment Plan (SDRP) are specifically advanced by this redevelopment plan, as seen in the highlighted excerpt below:

#6. Housing – Preserve and expand the supply of safe, decent and reasonably priced housing while meeting the constitutional mandate with respect to affordable housing through improved planning, regulatory reform, supportive infrastructure investments, housing subsidies, tax and discounted fee incentives and municipal property tax relief in ways that are consistent with the vision and goals of the State Plan.

6. GENERAL PROVISIONS

6.1 AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE

The Zoning Map of the Township of Hopewell is hereby amended to indicate the location of the Inclusionary Multifamily Development - 1 Zone and reference this Redevelopment Plan.

6.2 DEFINITIONS

The "Definitions" section of the Township's Land Development Ordinance shall govern unless a word is otherwise defined herein.

6.3 VARIANCE REQUESTS

Hopewell Township's Master Plan goals and policies have been designed to permit managed growth in appropriate locations and to protect the many valuable environmental and cultural features of the natural and man-made landscape. These primary objectives continue to govern this redevelopment plan.

Within this context, the Hopewell Township Planning Board may grant variances from the regulations within this Redevelopment Plan, where by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, the strict application of any bulk regulation adopted pursuant to this Redevelopment Plan would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the redeveloper.

The Hopewell Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this 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 Redevelopment Plan.

An application for site plan approval shall provide public notice of such application and shall further identify all requested variances from the regulations contained herein.

Notwithstanding the above, no variances shall be granted that would permit a use or principal structure not permitted by the Redevelopment Plan or an increase in the maximum permitted floor area ratio or an increase in the maximum permitted height of a principal structure by more than 10 feet or 10%, whichever is less, which can only be modified by a duly adopted amendment to this Redevelopment Plan.

6.4 REQUESTS FOR DESIGN EXCEPTIONS

The Hopewell Planning Board may grant exceptions from the “should” regulations contained within this Redevelopment Plan as may be reasonable and within the general purpose and intent of this Redevelopment Plan or if the literal enforcement of one or more provisions is impractical or will exact undue hardship because of peculiar conditions related to the property in question.

6.5 SITE PLAN AND SUBDIVISION REVIEW

Within the Redevelopment Area, subdivisions and/or site plans providing for the demolition of existing improvements and construction of new buildings and other improvements shall be prepared in accordance with the requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and shall be submitted by the redeveloper for review and approval by the Township of Hopewell Planning Board.

To assure the comprehensive and coordinated development of the Redevelopment Area, any site plan presented to the Hopewell Planning Board shall be consistent with the terms of this Redevelopment Plan and shall include at least the following elements:

- An overall development plan (bubble diagram) for the Redevelopment Area identifying land use types, building heights, floor areas of each building and the number of residential units.
- Architectural elevations, renderings and floor plans.
- A streetscape plan, indicating the overall design, locations and materials to be used, including pavements, trees and other plantings and any street furniture.
- Parking, loading and vehicular access plan. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area on adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency.
- Landscape plan.
- Utility plan.
- Stormwater management plan.
- Lighting plan
- Phasing plan.

No permits shall be issued for construction of buildings within the Redevelopment Area until the Hopewell Planning Board has granted final site plan approval for such improvements.

The criteria for the consideration and approval of the site plan shall be in conformance with the requirements of this Redevelopment Plan, the site plan provisions of the Township of Hopewell Land Use Ordinance and the executed Redevelopment Agreement between the redeveloper and the Township of Hopewell.

6.6 AFFORDABLE HOUSING

Any redeveloper shall be required to build and set aside at least 16% of the total number of units as affordable housing, in any redevelopment agreement between the redeveloper and the Township of Hopewell.

6.7 ADVERSE INFLUENCES

No use shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

6.8 NON-DISCRIMINATION PROVISIONS

No covenant, lease, conveyance or other instrument shall be affected or executed by the Township Committee or by any redeveloper or any of his successors or assignees, whereby the sale, lease, use or occupancy of land within the Redevelopment Area is restricted on the basis of race, creed, color, sexual orientation or national origin. Appropriate covenants, running with the land in perpetuity, shall prohibit any such restrictions and shall be included in the disposition instruments.

6.9 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 30 years from the date of approval of this plan by the Township Committee.

7. OTHER PROVISIONS

7.1 STATEMENT ABOUT REDEVELOPMENT

In accordance with N.J.S.A. 40A:12A-1 et seq., known as The Local Redevelopment and Housing Law, the following statements are made:

- The Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements. The Plan has laid out various programs and strategies needed to be implemented in order to carry out the Plan objectives.
- The Redevelopment Plan lays out the proposed land uses and building requirements for the Redevelopment Area.
- The Redevelopment Plan does not envision a need to acquire privately-owned properties or to relocate any residents or businesses.
- The Redevelopment Plan is substantially consistent with the Master Plan for the Township of Hopewell. The Plan is also complies with the goals and objectives of the New Jersey State Development and Redevelopment.
- This Redevelopment Plan shall supersede all provisions of the Zoning and Land Development Regulations of the Township of Hopewell regulating development in the area addressed by this Redevelopment Plan, except where stated otherwise within the text of this Plan. Final adoption of this Plan by the Township Committee shall be considered an amendment of the Township of Hopewell Zoning Map.
- If any section, paragraph, division, subdivision, clause or provision of this Redevelopment Plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause or provision so judged, and the remainder of this Redevelopment Plan shall be deemed valid and effective.

7.2 PROCEDURE FOR AMENDING THE APPROVED PLAN

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of state law. A non-refundable application fee shall be paid pursuant to site plan fee schedule found in Section 126-35 "Fees" by the party requesting such amendment, unless the request is issued from any agency of Hopewell Township. The Township Committee, at its sole discretion, may require the party requesting the amendments to prepare a study of the impact of such amendments, which study must be prepared by a professional planner licensed in the State of New Jersey.

APPENDIX A

Zoning Amendment Creating the IMF-1 Zone

Amend the Land Use and Management Ordinance and Zoning Map to establish a new Inclusionary Multi-Family– 1 (IMF-1) District subject to the following requirements:

Inclusionary Multi-Family–1 (IMF-1) District

This IMF-1 Zone provides for a multi-family residential inclusionary neighborhood that will include up to 300 non-age restricted rental units, including at least 48 (16%) non-age restricted rentals affordable to very low, low and moderate income housing units.

Permitted Uses

- A. Multi-family dwellings consisting of:
 - 1. Garden apartments.
 - 2. Townhouses.
 - 3. Dwelling, plex
 - 4. Stacked flats, in a multi-family dwelling building, which may contain three or more dwelling units vertically with each unit having its own private entrance.
- B. Accessory Uses
 - 1. Structures designed for recreation or community use as a part of the multi-family dwelling development.
 - 2. Private garages and carports.
 - 3. Swimming pools with outdoor dining area, outdoor barbeque and party deck.
 - 4. Dog runs.
 - 5. Tot lots.
 - 6. Walking paths
 - 7. Barbeque patios.
 - 8. Off-street parking facilities.
 - 9. Community clubhouse with fitness room, club room, business center and furnished model.
 - 10. Management and leasing offices.
 - 11. Maintenance office/garage building not to exceed one (1) story in height and 1,500 square feet in floor area. The façade design shall match the residential structures.
 - 12. Solid waste and recycling facilities.
 - 13. Monument signs located at entrance to be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.
 - 14. Utility structures and facilities needed to provide the direct service of gas, electricity, telephone, water, sewerage and cable television.

C. Bulk and Area Requirements

A. Minimum Lot Area	20 acres
B. Minimum Lot Frontage	150 feet
C. Minimum Building Set-back	
1. Front yard	100 feet
2. Side/Rear yard	35 feet
3. Building to Building	20 feet
D. Maximum Impervious Coverage	40%
E. Maximum Density	The lesser of 300 units or 15 units/acre
F. Maximum Height of Building and/or Rooftop Equipment	4 stories and 75 feet, provided that any four (4) story buildings shall be set-back 300 feet.
G. Parking	
1. Spaces per unit	1.5
2. Set-back from property line	20 feet
3. Distance from building	10 feet
H. Minimum landscaped buffer adjacent to existing public streets and property lines	20 feet
I. Minimum set aside of very, low and moderate income units	16%

D. Very Low, Low and Moderate Income Housing Requirements

Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.

1. Affordable housing units shall be affordable family rentals and shall not be age-restricted.
2. The affordable housing units shall be located in one or more buildings.
3. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

E. Other Requirements

1. Site Design

Any application for development or redevelopment shall include at least the following elements:

- A. An overall development plan for the Redevelopment Area identifying land use types, building heights, floor areas of each building and the number of residential units.
- B. Architectural elevations, renderings and floor plans.
- C. A circulation and streetscape plan, indicating the overall design with a boulevard street entry, and locations and types of materials to be used, including pavements, trees and other plantings and any street furniture. Pedestrian and/or bicycle circulation systems shall be designed to extend throughout the development and connect with open space and common areas.
- D. Parking, loading and vehicular access plan. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area on adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency.
- E. Landscape plan.
- F. Open Space Plan
 - 1. A minimum of 30 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space.
 - 2. No more than one-half of the minimum 30 percent of land area may be wetlands, wetlands buffer, 100-year flood plains or lands with a topographic slope of 15 percent or greater.
 - 3. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.
- G. Utility plan. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.
- H. Stormwater management plan - Stormwater designs shall be in a form as naturalized as possible and shall promote water quality, minimize maintenance and provide for groundwater recharge.
- I. Lighting plan
- J. Phasing plan

F. Variances and Inapplicable Ordinances

1. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.
2. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
3. The developer of a redevelopment project proposing the construction of affordable housing shall be entitled to request relief from asserted cost generative features in the Township's land use ordinances as authorized by N.J.A.C. 5:93-10.1, *et seq.*

G. Municipal Cooperation with Utilities

1. The Township shall confirm in writing its support of submission and applications for all utilities (specifically water and sewer) and all necessary government agency or private utility approvals related to all aspects of the development within five (5) business days of a written request for such support from the developer. Specifically, the Township shall assist the developer in discussions with ELSA, Mercer County, NJDOT, NJDEP, the DRCC and any other public or private entity with which the developer must deal in order to develop the subject property, including any effort the developer may make to decrease the fees charged by ELSA. The Township shall make available redevelopment tools for the subject property as fully as permitted by law.

H. Redeveloper's Agreement

The Redeveloper shall enter into an agreement with the municipality pursuant to the provisions of N.J.S.A. 40:55D-39 within 90 days of a memorialized Board resolution of final site plan approval setting forth variations from ordinary standards for preliminary and final approval to provide increased flexibility and promote mutual agreement between the applicant and the municipality at the time of conceptual master site plan approval. The substance of the Redeveloper's Agreement shall be consistent with the laws of the State of New Jersey, the Hopewell Land Use Code and the conditions and standards applicable to development in the zone. The Redeveloper's Agreement shall be in a form satisfactory to the Township Attorney, and may include, but is not limited to, provisions relating to the following:

- Building layout and use.
- Signage: Criteria to ensure a harmonious signage design for the entire development, which shall include lettering style, lighting standard types, sign material and sign lighting.
- Architecture: Architectural design standards to ensure that the development will result in an aesthetically-harmonious design which may include external building materials, fenestration, color, mechanical penthouse screening and roof appearance where visible from adjoining buildings of higher elevation. Upon application by the developer and upon approval of the Planning Board, architectural criteria may be revised from time to time.
- Lighting plan: to ensure a uniform lighting plan to provide safe and attractive lighting for exterior roads, interior roads and driveways, parking lots, walkways and landscape display lighting.
- Landscaping: to ensure retention of natural vegetation, landscaping of parking areas, landscaping of building sites and the screening of trash collection and removal areas, buffering and wind shielding, pedestrian and bike linkages between buildings and the entire tract to encourage free passage while discouraging conflict with vehicular traffic.
- Recreation: Active and passive recreational facilities, such as jogging and fitness trails, passive sitting areas, and other athletic facilities shall be provided for the benefit of building occupants.
- Maintenance: Developer's obligation to maintain: provisions for maintenance and repair by the developer, or his successors, of building exteriors, trash removal and maintenance of internal roadways, landscaping, buffered areas and open spaces.
- Payment In Lieu Of Taxes Agreement

I. Plan Amendment

Amendments to the Redevelopment Plan may be adopted in order to meet changing circumstances within and affecting the Redevelopment Area and the Township, but any site plan must be consistent with the adopted or amended Redevelopment Plan and conform to the design requirements of the ordinance.

CHAPTER V
SITE SUITABILITY INFORMATION
ZAITS



TOWNSHIP OF HOPEWELL

MERCER COUNTY

SITE SUITABILITY INFORMATION

Zaitz Tract

September 21, 2015

Updated November 19, 2017

Page 1 of 1

Block: 85
Lot: 3
Address: Washington Crossing-Pennington Road
Present Owner of Record: Hopewell Township

Existing Zoning: R-100
Proposed Zoning: IMF-X
Planning Area: PA2

Sewer Service: ELSA (Included in existing sewer service area)
Water Service: Trenton Water (Included in existing franchise area)

SITE SUITABILITY

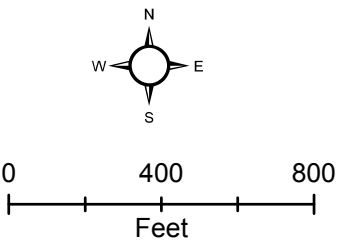
Gross Lot Area: 61.40 Acres
Constrained Areas: 5.3 Acres
Net Area for Development **56.10 Acres**

- Acquired by Hopewell Township in 2008.
- Included in Hopewell Township's fair share compliance plan by Hopewell Township Planning Board by Resolution 11-011.
- Schedule

DEVELOPMENT PROCESS ACTION	DATE ANTICIPATED TO BEGIN	DATE ANTICIPATED TO BE COMPLETED
Redevelopment Plan Approval	11/13/17	11/27/17
Contract of Sale	11/27/17	12/11/17
Development Approvals	2/2018	1/2020
Building Permits	3/2020	3/2025
Occupancy	9/2020	10/2025

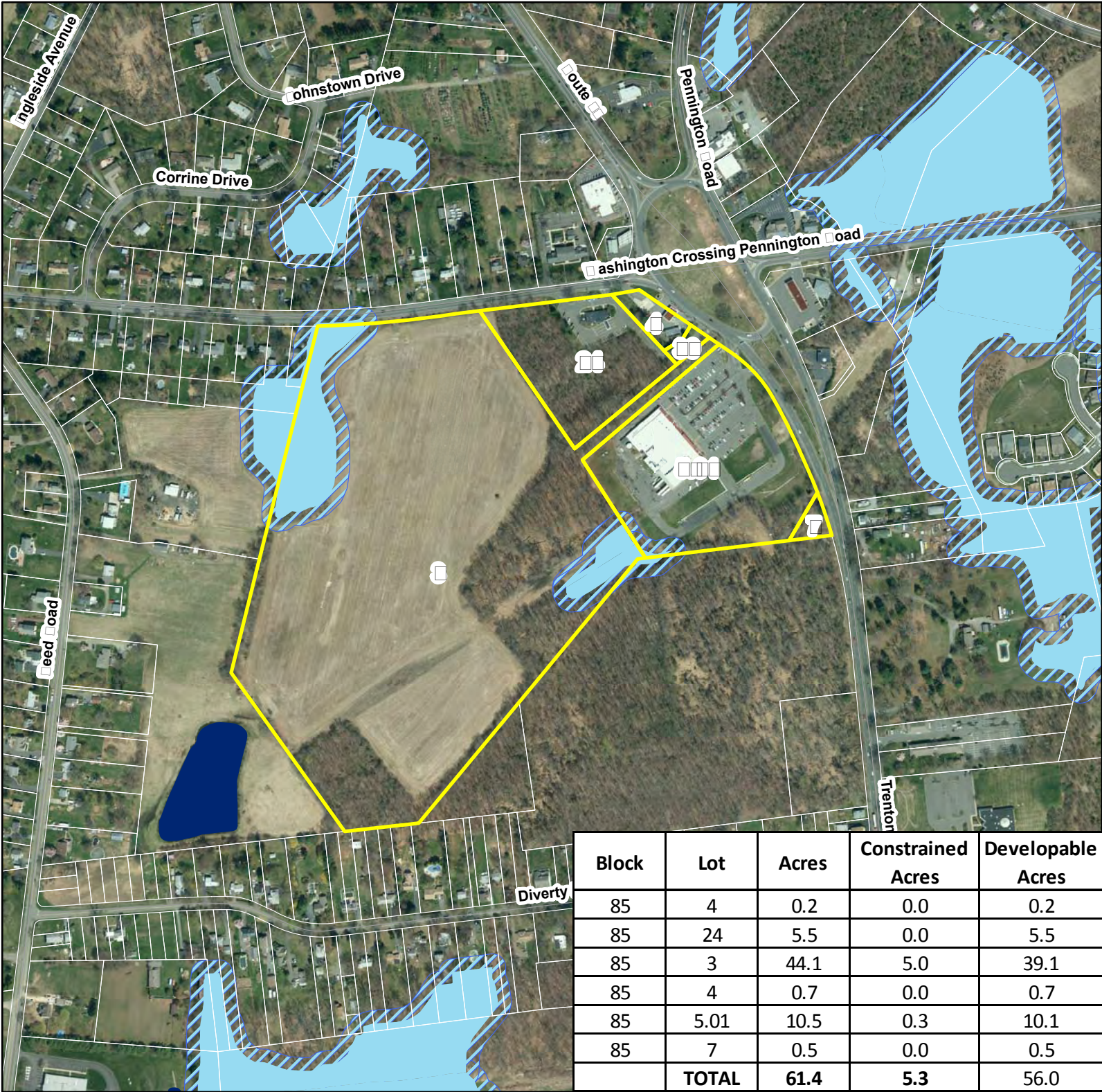
Environmental Constraints
 Block 85;
 Lots 3, 4, 5.01, 7 & 24
*Portion of
 Hopewell Township
 Mercer County, NJ
 November 2017*

- Legend**
- Subject Properties
 - Water
 - Wetlands
 - 50' Wetlands Buffer



Data Sources:
 NJGIN Parcels 2011
 NJDOT Roadway Network
 NJOGIS 2015 Aerial Photography
 NJDEP 2012 Land Use/Land Cover
 NJDEP 10 Meter DEM's
 FEMA Floodzones

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.



Block	Lot	Acres	Constrained Acres	Developable Acres
85	4	0.2	0.0	0.2
85	24	5.5	0.0	5.5
85	3	44.1	5.0	39.1
85	4	0.7	0.0	0.7
85	5.01	10.5	0.3	10.1
85	7	0.5	0.0	0.5
	TOTAL	61.4	5.3	56.0

**TOWNSHIP OF HOPEWELL,
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 17-

AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR BLOCK 85, LOTS 3,4,5.01,7 AND 24, KNOWN AS THE ZAITZ AREA IN NEED OF REDEVELOPMENT, IN ACCORDANCE WITH N.J.S.A. 40A:12A-7 AND AMENDING CHAPTER XVII, "LAND USE AND DEVELOPMENT," ARTICLE VIII, "ZONING-GENERAL PROVISIONS," SECTION 17-138.b, "ZONING DISTRICTS" TO ADD SUB-PARAGRAPH 22 TO THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL

WHEREAS, the Township Committee of the Township of Hopewell, County of Mercer, directed the Planning Board to undertake a preliminary investigation as to whether certain areas within the municipality met the statutory criteria for declaring the lands an area in need of redevelopment on May 8, 2017 as memorialized in Resolution No. 17-174; and

WHEREAS, the Planning Board of the Township of Hopewell, County of Mercer conducted the preliminary investigation to determine if Block 85, Lot 3,4, 5.01, 7 and 24, the "Zaitz Area" met one or more of the criteria for such designation pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, the Planning Board, after the conclusion of a public hearing held on September 7, adopted Resolution No. 17-014 finding and concluding that the Zaitz Area satisfies the criteria for redevelopment area designation set forth in N.J.S.A. 40A: 12A-5c, 5d, 5e and 5h and recommending to the Township Committee that the study area was an area in need of redevelopment; and

WHEREAS, the Township Committee favorably received the recommendation of the Planning Board and by the adoption of Resolution No. 17-014, dated September 7, 2017, established the Zaitz Redevelopment Area, among others; and

WHEREAS, Resolution No. 17-014 also authorized the preparation of a redevelopment plan for any portion or the entirety of the area in need of redevelopment; and

WHEREAS, the Township Committee finds that the redevelopment plan adopted herein is designed to implement a comprehensive redevelopment strategy to overcome blighting conditions in the Zaitz Area and is intended to improve the quality of life of the residents, landowners, business owners and visitors thereto to the Township of Hopewell through new investment for business and job creation; and

WHEREAS, the Township Committee desires to adopt the Redevelopment Plan for Block 85, Lots 3,4, 5.01, 7 and 24 dated November, 2017, attached hereto and known as the Zaitz Redevelopment Plan which is designated as Block 85, Lots 3,4, 5.01, 7 and 24 on the tax assessment maps of the municipality.

NOW, THEREFORE BE IT ORDAINED, that the Township Committee of the Township of Hopewell adopts the following provisions:

Section 1. Adoption of the Zaitz Redevelopment Plan. The Township Committee hereby adopts the Zaitz Redevelopment Plan, dated November 2017, prepared by Francis J. Banisch AICP/PP, and hereby adopted by reference and incorporated into this ordinance as if sent forth at length.

Section 2. Establishment of the Redevelopment Ordinance Title. This ordinance may be known and cited as, “The Zaitz Redevelopment Ordinance of the Township of Hopewell, Mercer County, New Jersey”.

Section 3. Purpose and Intent. The purpose and intent of this ordinance is to further the following goals and objectives.

- A. To return the property to productive use through the efforts of private capital and ownership.
- B. To provide appropriate development standards to guide and facilitate the redevelopment of the Zaitz Area in a manner consistent with the overall redevelopment goal;
- C. To encourage high quality architectural design and construction of new buildings within the redevelopment area;
- D. To utilize “green” building techniques and sustainable design features in both the site design and commercial building design consistent with the goals and objectives of the Hopewell Township Master Plan

Section 4. Redevelopment Authority. The Township Committee shall act as the “Redevelopment Authority” pursuant to N.J.S.A. 40A-12A-4.c for purposes of implementing the Zaitz Redevelopment Plan and carrying out redevelopment projects. In doing so, the Township Committee shall have all of the powers set forth in N.J.S.A. 40A:12A-8 to effectuate its duties and responsibilities in the execution and implementation of the redevelopment plan.

Section 5. Annual Reports. Pursuant to the requirements of N.J.S.A. 40A:12A-43, the municipality shall submit an annual report to the Commissioner of the Department of Community Affairs of the State of New Jersey indicating the name, location and size of all projects undertaken in the redevelopment area.

Section 6. Section 17-138.b of the Land Use and Development Ordinance of the Revised General Ordinances of the Township of Hopewell shall be amended to add paragraph 22, as follows:

- 22. The official zoning map of the Township of Hopewell was amended on November 27, 2017 [such date being the date of the final passage of this ordinance] to designate Block 85, Lots 3,4, 5.01, 7 and 24 known as the Zaitz Redevelopment Area pursuant to N.J.S.A. 40A:12A-7.c.

Section 7. Continuation. In all other respects, the Code of the Township of Hopewell shall remain unchanged.

Section 8. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part there of directly involved in the controversy in which such judgment shall have been rendered.

Section 9. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Township of Hopewell, then the restriction which imposes the greater limitation shall be enforced.

Section 10. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 11. Enactment. This Ordinance shall take effect after final passage and publication in the manner prescribed by law.

Date Introduced:
Date Advertised:
Date Adopted:

Kevin D. Kuchinski
Mayor

Attest:

Laurie E. Gompf
Municipal Clerk

Redevelopment Plan

for

Block 85

Lots 3, 4, 5.01, 7 and 24

Hopewell Township

Mercer County, New Jersey

November 2017

Prepared By:

Banisch Associates, Inc.

111 Main Street, Flemington, NJ 08822

Francis J. Banisch III, AICP/PP
License # 1686

Date

Table of Contents

1.	INTRODUCTION.....	4
1.1	BASIS FOR THE PLAN	4
1.2	REDEVELOPMENT PLANNING PROCESS	5
1.3	OVERVIEW OF REDEVELOPMENT AREA	6
1.4	OVERVIEW OF REDEVELOPMENT PLAN	7
2.	CONTEXT, VISION AND GOALS.....	7
2.1	CONTEXT	7
2.2	GOALS & OBJECTIVES	8
2.3	VISION.....	9
2.4	REDEVELOPMENT PLAN'S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN	9
3.	LAND USE AND BUILDING REQUIREMENTS WITHIN THE REDEVELOPMENT AREA	13
3.1	IMF-X ZONE	13
3.2	IMF-X ZONE PERMITTED USES	13
3.3	IMF-X ZONE BULK AND AREA REQUIREMENTS	14
3.4	IMF-X ZONE VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS.....	15
3.5	OTHER REQUIREMENTS - IMF-X ZONE.....	15
3.6	C-1-A ZONE	16
3.7	C-1-A ZONE PERMITTED USES	16
3.8	C-1-A ZONE BULK AND AREA REQUIREMENTS FOR COMMERCIAL USES OTHER THAN CONVENIENCE STORES DISPENSING MOTOR FUEL	17
3.9	C-1-A ZONE BULK AND AREA REQUIREMENTS FOR CONVENIENCE STORES DISPENSING FUEL	17
3.10	C-1-A ZONE SIGN REQUIREMENTS FOR CONVENIENCE STORES DISPENSING MOTOR FUEL.....	17
3.11	VARIANCES AND INAPPLICABLE ORDINANCES	19
3.12	MUNICIPAL COOPERATION WITH UTILITIES	19
4.	REDEVELOPMENT ACTIONS.....	19
4.1	OUTLINE OF PROPOSED ACTIONS	19
4.2	PROPERTIES TO BE ACQUIRED	20
4.3	RELOCATION.....	20
4.4	ADMINISTRATIVE PROVISIONS	20
5.	PLAN CONSISTENCY REVIEW	20
5.1	RELATIONSHIP TO MASTER PLANS OF ADJOINING MUNICIPALITIES	20
5.2	RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN.....	20
5.3	RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN.....	21
6.	GENERAL PROVISIONS.....	21
6.1	AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE	22
6.2	DEFINITIONS	22
6.3	VARIANCE REQUESTS	22
6.4	REQUESTS FOR DESIGN EXCEPTIONS.....	23
6.5	SITE PLAN AND SUBDIVISION REVIEW	23
6.6	AFFORDABLE HOUSING	24

6.7	ADVERSE INFLUENCES.....	24
6.8	NON-DISCRIMINATION PROVISIONS.....	24
6.9	DURATION OF THE PLAN	25
7.	OTHER PROVISIONS.....	25
7.1	STATEMENT ABOUT REDEVELOPMENT	25
7.2	PROCEDURE FOR AMENDING THE APPROVED PLAN	25
APPENDIX A.....		27

DRAFT

1. INTRODUCTION

1.1 BASIS FOR THE PLAN

Pursuant to the requirements of N.J.S.A. 40A:12A-6, and at the direction of the Hopewell Township Committee (Resolution No. 17-174), the Hopewell Township Planning Board undertook a preliminary redevelopment investigation of Block 85, Lots 3, 4, 5.01, 7 and 24 (“Redevelopment Area”), and concluded that these parcels should be designated a non-condemnation area in need of redevelopment in accordance with the criteria set forth in N.J.S.A. 40A:12A-5. This conclusion was embraced by the Township Committee, as outlined in Resolution No. 17-299.

This Redevelopment Plan has also been prepared at the direction of the Hopewell Township Committee pursuant to New Jersey’s Local Redevelopment and Housing Law (LRHL) for Block 85, Lots 3, 4, 5.01, 7 and 24 (“Redevelopment Area”). These parcels, which occupy the southwest corner of the intersection of Route 31 and Washington Crossing-Pennington Road (CR 546), include over 2,000 feet of frontage on these roadways. (see Figure 1 – Aerial Photo of Redevelopment Area).

The 61-acre Redevelopment Area consists of the five parcels in Block 85:

Lot #	Tax Map Acreage
3	44.08
4	0.68
5.01	10.45
7	0.5
24	5.22
Total Acreage	60.93

The Redevelopment Area is a compliance site in a fair share plan implementing a settlement agreement with Fair Share Housing Center (FSHC) and is an integral part of the Township’s plan to address its 1999 – 2025 housing obligation. The FSHC settlement agreement provides that development of this property will include 78 family rental units, affordable to very low, low and moderate income households.

It is noted that Lot 30 in Block 85, which was not enumerated by the Township Committee among the parcels for investigation by the Planning Board and not formally designated an area in need of redevelopment, is held in common ownership with Lot 24 where it is used as a driveway to Route 31 from the Wells Fargo Bank. Since Lot 30 is surrounded by the Redevelopment Area, planning and zoning for Lot 30 is included in this Redevelopment Plan.

1.2 REDEVELOPMENT PLANNING PROCESS

The LRHL details the process that a municipality must follow to utilize the State's redevelopment powers. The adoption of a redevelopment plan is a precondition for the use of these powers, which permit municipalities to plan and zone in a manner that can remedy the blighting effects of underperforming, outdated or obsolete land uses and structures.

After adoption of a redevelopment plan, the municipality may:

- Negotiate and collect revenues from a redeveloper to defray the costs of the redevelopment entity
- Clear any area owned or acquired and install, construct or reconstruct public infrastructure essential to the preparation of sites for use in accordance with the redevelopment plan.
- Contract for professional services.
- Contract with public agencies or redevelopers for the undertaking of any project or redevelopment work.
- Lease or convey property or improvements to any party without public bidding.

According to the Local Redevelopment and Housing Law (NJSA 40A: 12A-1, et seq.), the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definitive local objectives, including appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements;
3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area;
4. Identification of properties to be acquired, if any;
5. Any significant relationship of the Redevelopment Plan to Master Plans of contiguous municipalities, the County and the State Development and Redevelopment Plan;
6. Enumeration of deed-restricted affordable units in the redevelopment area and their disposition.

Redevelopment Planning Process In New Jersey N.J.S.A. 40A:12A-1 et seq.

1. Governing Body
by resolution directs the Planning Board to undertake a preliminary investigation of whether an area meets redevelopment criteria and to conduct a public hearing

2. Planning Board
examines the study area and maps the boundaries of proposed redevelopment area(s) along with the basis for the investigation

3. Planning Board
sets a date for a public hearing and gives public notice describing the boundaries of the area, and where the map is available for public inspection

4. Planning Board
completes the public hearing and recommends to governing body whether to designate all or part of study area as an area in need of redevelopment

5. Governing Body, if in agreement with Planning Board recommendation, adopts a binding resolution designating all or part of a proposed area as a redevelopment area

6. Governing Body
authorizes preparation of a redevelopment plan

7. Planning Board
reviews the redevelopment plan for consistency with Master Plan

8. Governing Body
holds a public hearing and adopts the Redevelopment Plan by Ordinance

1.3 OVERVIEW OF REDEVELOPMENT AREA

Hopewell Township occupies the northwest corner of Mercer County, and is afforded advantageous regional highway access via I-95, which straddles the Township's southern boundary. Route 31 is a direct conduit between the Redevelopment area and I-95, which is situated less than one mile south.

The existing conditions on the parcels-in-question are as follows:

Lot 3 is a 44-acre Township-owned parcel consisting of farm fields and woodlands. It was acquired for the production of affordable housing. Access is informal and provided via a farm driveway to CR 546.

Lot 4 is a 2/3-acre parcel occupied by a 3-bay gas station. The service bays have not been converted to convenience retail as is frequently the case, and over the past several years there have been numerous attempts at a repair business that have all closed within a few months. The site is covered with building and paving and has multiple driveways to CR 546 and Route 31.

Lot 5.01 is a 10.45-acre parcel developed with a Shop Rite supermarket. Situated at the southeast corner of the Route 32/CR 546 intersection, the access to Shop Rite is complicated by the irregular alignment of a series of driveways that are confusing to unfamiliar drivers and which encourages cross-movements that are a safety hazard. This is most evident when vehicles exiting Shop Rite attempt to enter the circle and cross southbound Route 31 traffic.

Lot 7 is a small (1/2 acre) triangular lot that adjoins Shop Rite along the Route 31 frontage. It is not in use at this time.

Lot 24 is a 5.5-acre parcel occupied by Wells Fargo Bank. The bank building and its associated driveways and parking occupy a small portion of the lot in the northeast corner, with most of the lot remaining as woodland.

Figure 2 illustrates the land use character on and immediately adjoining the Redevelopment Area in Hopewell Township, and Figure 3 – "Property Tax Class" illustrates the tax classification for each parcel. The character and extent of land uses surrounding the PQ can be briefly summarized as follows:

- To the west – single family homes fronting upon CR 546
- To the north - single family homes on CR 546, a gas station on Route 31
- To the east – medical offices, convenience/gas
- To the south – vacant lot on Route 31, Township open space

The Redevelopment Area's proximity to I-95 gives it advantageous regional accessibility that will benefit all proposed uses.

1.4 OVERVIEW OF REDEVELOPMENT PLAN

Situated roughly ½ mile south of Pennington Borough, the Pennington Circle, while recently upgraded, is nonetheless still plagued with a multiplicity of driveways to adjoining land uses. While these driveways occur on both northbound and southbound legs of the circle, including the liquor store to the north and convenience gas to the east, the concentration of traffic-interrupting driveways is most densely clustered on the parcels in question, between Wells Fargo Bank and Shop Rite. Access to Shop Rite is complicated by the irregular alignment of a series of driveways that are confusing to unfamiliar drivers and that encourage cross-movements that are a safety hazard.

Comprehensive redevelopment of these commercial sites is encouraged, in part to reduce the number of driveways and optimize driveway locations – both key factors in improving traffic flow and safety. Inclusionary residential development is also planned within the Redevelopment Area, as seen on Figure 4, “Land Use Plan”, which indicates the distribution of future land uses within the Redevelopment Area.

Figure 5, “Circulation Plan”, depicts the conceptual approach to providing enhanced access to regional travelers, local residents and occupants of the Redevelopment Area. This plan will reduce the number of driveways to Route 31 and relocate the Shop Rite driveways to eliminate traffic safety hazards associated with the current flow pattern.

This Redevelopment Plan creates an inclusionary multi-family residential zone on the largely undeveloped acreage and provides for an upgraded community-serving retail node in the area of existing commercial uses. These combined uses advance a variety of local community planning objectives, including the provision of affordable housing as part of a balanced housing plan. Other objectives include improving traffic safety and access, by reducing the proliferation of driveways on and near the circle and eliminating irregular driveway alignments affecting traffic safety at the Route 31 Circle.

2. CONTEXT, VISION AND GOALS

2.1 CONTEXT

The 2009 Hopewell Township Land Use Plan, which echoes the goals, objectives and policies of the 2002 Hopewell Township Master Plan, includes most of the Redevelopment Area within the R-100 Zone (44 acres) which permits single-family homes on lots as small as 20,000 square feet¹. The remainder of the Redevelopment Area (17 acres) is located in the Neighborhood Retail (C-1) Zone, which permits a variety of retail and service uses on lots of at least 80,000 square feet. The C-1 Zone was created to recognize existing retail uses that can serve local retail needs while preventing further strip commercial development. The C-1 Zone was also designed to assist in the development of lower income housing.

¹ The ordinance permits a cluster provision on 7,000 square foot lots.

At the time of adoption of the 2002 Master Plan and the 2009 Land Use Plan, Hopewell Township had no reliable guidance regarding its post 1999 affordable housing obligation. Nonetheless, Hopewell Township's continuing efforts to address its post 1999 constitutional fair share obligation resulted in 149 post-1999 affordable units and credits.

The Township has recently received Court approval to address a 1999–2025 affordable housing obligation of 1,141 low- and moderate-income housing units and, after substantial deliberation, has determined that the subject property is an appropriate site to permit higher-density inclusionary development.

The property is well-situated to provide for inclusionary residential development, having sufficient developable land to accommodate the buildings, parking and amenities and all necessary infrastructure and advantageous regional highway access.

This Plan establishes the vision for redevelopment of the property and identifies opportunities and constraints specific to the site. It also identifies the intended future uses, their arrangement and design and method of implementation of the plan.

2.2 GOALS & OBJECTIVES

This Redevelopment Plan is a key component of Hopewell Township's comprehensive strategy to address its affordable housing obligation. This Plan aims to:

- Aid Hopewell Township in addressing its affordable housing obligation (1999-2025) through creation of a planned neighborhood of higher-density inclusionary housing at the site (IMF-X)
- Encourage redevelopment with relocated and improved driveway access to ameliorate traffic safety hazards at and near the Rt. 31 circle
- Advance Hopewell's long-standing goal to provide a wider variety of housing types within the Township
- Guide redevelopment on the property to ensure that the new housing opportunities created will be desirable and marketable
- Provide development standards that facilitate the construction of affordable housing, improve the character of commercial development and protect the character of surrounding areas of Hopewell Township.
- Encourage aesthetically pleasing architectural design, layout and finishes
- Lay out a vision for redevelopment that incorporates strategies to create a "sense of place" at the property
- Examine planning documents from surrounding municipalities, Mercer County and NJ SDRP for consistency

2.3 *VISION*

Market trends are demonstrating an increasing demand for alternatives to single family homes on individual lots. The “bookend generations” – Baby-boomers and Millennials – are seeking out these alternatives and are looking for more walkable locations. This Redevelopment Area is an attractive mixed use redevelopment opportunity, including housing and commercial uses in a new neighborhood with proximity to I-95 and surrounding regional employment, shopping and recreation.

A new neighborhood of aesthetically pleasing, low-maintenance apartments and townhouses will promote an active lifestyle and will respond to the housing needs of a broad cross section of the population. Amenities will include recreation facilities, including a clubhouse, tot lot, walkways and bike paths. These units will also bring residents who come to the Township looking for its many attributes and may later choose to buy a home here.

The units will be arranged to maximize connectivity and echo a traditional neighborhood design, with a central green that is well-defined by use of “street walls.” Amenities including recreational buildings, clubhouses, tot lots, barbeque patios and other common areas will be connected with pathways to promote walking and bicycling on site. With a focus on design that promotes the health, happiness and wellbeing of residents, the IMF-X zone puts a special emphasis on human-scale streetscape elements (such as benches and streetlights) and landscaping that incorporates native plants, trees and shrubs. This Redevelopment Plan also seeks to reform the character of existing commercial development on Route 31, improve accessibility and highway safety and provide for a range of multiple family housing types that appeal to households of varying sizes, ages, and income levels.

The CA-1-A zone is intended to encourage redevelopment of commercial properties with relocated and improved driveway access that will make this section of Route 31 safer and more efficient. This redevelopment area is also deemed an appropriate location for a convenience store dispensing motor fuels, when designed to adequately accommodate the use.

2.4 *REDEVELOPMENT PLAN’S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN*

Hopewell Township has spent the past several years examining opportunities for affordable housing to address its constitutional fair share obligation. Primary among the Township’s objectives has been the identification of realistic opportunities for the creation of affordable housing. Block 85, Lots 3, 4, 5.01, 7 and 24 have been found to provide such an opportunity through inclusionary residential development.

This Redevelopment Plan is consistent with the following basic principles of the 2002 Master Plan and its goals and objectives:

- a. A variety of housing and a balance of opportunities to live, work and play in safe and attractive surroundings should be provided in part by identifying locations and developing criteria for mixed use development.

Rationale: The rezoning of this site will expand and diversify the local housing stock and will assist low and moderate-income households in finding decent, safe, affordable housing. It will also assist young people and older households of all income levels looking to live in a high-quality rental community with upscale amenities.

- b. An efficient circulation system that promotes important circulation linkages, retains the character of the rural road network and provides for safe vehicular, pedestrian, equestrian and bicycle movements should be maintained.

Rationale: The redevelopment of the subject property is an efficient use of the existing highway system and will improve future access options through this portion of the Township. In addition, train service to New York, Philadelphia and throughout the Northeast Corridor is available within a short ride. A network of pedestrian and bicycle pathways will be incorporated into the neighborhood design.

In addition, the redevelopment of the parcels-in-question will enhance the safety of vehicular, pedestrian and bicycle traffic by reducing the number of driveways on and near the circle and eliminating irregular and hazardous driveway alignments at the Route 31 Circle.

- c. Farmland and open lands should be retained and the impacts of development should be limited throughout the valley and mountain areas in part by allowing the use of techniques to encourage development to designated villages and hamlets.
- d. To protect the rural character and unique sense of place of the Township.

Rationale: The subject property is not in the rural Valley or Mountain zones, where farmland and other land preservation is a Township priority. Compact development in locations like this helps limit development impacts in the remaining rural areas.

- e. To promote the goals and objectives of Hopewell Township through the incorporation of local policies and strategies that respond to the basic premises, intent and purposes of the State Development and Redevelopment Plan and the Mercer County Master Plan.

Rationale: Pursuant to the settlement agreement between Hopewell Township and FSHC, the subject property will be an integral part of the Township's response to its affordable housing obligation. The State Planning Commission has placed the site in Planning Area 2, an area in which the State Development and Redevelopment Plan (SDRP) encourages growth and the production of inclusionary development. The Mercer County Master Plan supports the goals and objectives of the SDRP. More information about how this Redevelopment Plan

relates to the SDRP and Mercer County's Master Plan can be found in section 6, Plan Consistency Review.

- f. To continue and expand upon land use policies that promote controlled development at suitable locations and appropriate intensities by directing and limiting the more intense development to areas where sanitary sewer service and public water supplies exist or are planned, and by discouraging the extension of growth-inducing infrastructure into rural areas.

Rationale: The SDRP locates the site in Planning Area 2, a location where infrastructure is planned and growth is encouraged. The site is particularly appropriate for higher density housing due to:

- its immediate access to State Route 31 and proximity to Interstate 95
- the ability to provide public water and sewer to the site (located within ELSA sewer service area)

- g. To provide for a variety of housing types which respond to the needs of households of varying size, age and income, persons with disabilities and emerging demographic characteristics.

Rationale: Over the past 40 years, household sizes have been steadily decreasing, while there has been an increase in the percentage of older households. The demographic trends indicate that virtually all of New Jersey's growth over the next 20 years will be in smaller households that are under 35 and over 55. These are households that tend to rent, and demographers that study changes in household formation on housing demand project a strong increase in demand for rental housing.

Regarding the younger households, the Joint Center for Housing Studies at Harvard University concludes:

Meanwhile, the aging of the millennial generation over the coming decade will lift the number of households in their 30s by 2.4–3.0 million, depending on immigration trends. But these numbers vastly understate the impact of this group on housing demand since they will account for most newly formed households in the coming decade. Indeed, the millennials will make up fully 24 million new households between 2015 and 2025, *thus driving up demand for rentals and starter homes.*² (emphasis added)

In addition, the Joint Center for Housing Studies at Harvard University notes the following national trend regarding rentals:

Two broad trends will drive future growth in renters: the imminent surge in the number of older households and the increasing racial/ethnic diversity of younger age groups. Over the coming decade, the number of

² State of the Nation's Housing, 2014, page 16.

renters aged 65 and older is projected to rise by about 2.2 million and account for roughly half of all renter growth. *The aging of the population also means that the share of renters that are single persons or married couples without children will soar.*

The redevelopment at the subject property thus responds not only to a wide range of incomes, but also to the varying household size and age characteristics, and emerging demographic trends that will continue to impact the Township and the region.

- h. To promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.

Rationale: The redevelopment of the subject property is an integral part of a settlement to address the Township's 1999 – 2025 fair share. It is located adjacent to Interstate 95; this direct connection to a major highway will connect residents to regional employment opportunities. A relatively short drive allows residents access to direct train service to Philadelphia, New York and throughout the Northeast Corridor.

- i. To provide a range of housing opportunities within the Township, with densities and lot sizes that respond to the capabilities and limitations of natural systems and available infrastructure.

Rationale: The IMF-X zone provides an opportunity to expand the range and diversity of Hopewell's housing supply and includes townhouses and apartments serving a wide range of housing needs. The subject property lies within the ELSA sewer service area.

- j. To establish transportation policies and programs that improve connections among housing, employment and commercial uses, including provisions for vehicular and pedestrian travel and bicycle paths.

Rationale: The subject property is consistent with this goal in that the housing has easy access to employment and commercial opportunities through its location on Route 31 and proximity to the Interstate 95 interchange. Pedestrian and bicycle circulation systems will be incorporated in the design to connect open space and common areas.

- k. To control development in rural areas so that traffic will not exceed the capacity of the existing rural road network and historic bridges to provide safe, efficient and convenient traffic movements based on rural road service standards designed to maintain the character of the community.

Rationale: The use of the subject property as a commercial and multi-family inclusionary housing site will limit traffic on rural roads because of its direct access to State Route 31 and proximity to Interstate 95.

The spirit of Hopewell Township's Master Plan goals and objectives has served to guide this Redevelopment Plan, ensuring it promotes the Township's long-standing goals and objectives, and that the resulting redevelopment will harmonize with established nearby neighborhoods and preserve the high quality of life in Hopewell.

3. LAND USE AND BUILDING REQUIREMENTS WITHIN THE REDEVELOPMENT AREA

This Redevelopment Plan shall supersede Hopewell's Land Use and Management Ordinance (Chapter 17) in the event of conflict. The general standards set forth in the Hopewell Township Land Use Ordinance shall continue to apply except when inconsistent with the standards set forth in this Redevelopment Plan.

This Redevelopment Plan provides for the development of a new multi-family residential inclusionary community within the residential portion of the Redevelopment Area and a realignment of access to commercial uses within a new C-1-A Zone. The IMF-X Zone will permit multiple family residential development on at least 30 acres and must include at least 78 non-age restricted rentals, affordable to very low, low and moderate income households. In accordance with Hopewell Township Ordinance #17-1670, an additional 30 non-age restricted rentals, affordable to very low, low and moderate income households may be constructed on this site in the event deemed necessary in accordance with the settlement of litigation (Docket No. MER-L-1557-15).

Appropriately integrated architectural themes shall be utilized throughout the development and redevelopment, including all principal and accessory buildings, structures and signage.

3.1 **IMF-X ZONE**

3.2 *IMF-X ZONE PERMITTED USES*

Principal permitted uses are intended to create a vibrant mixed-income multi-family neighborhood and include a variety of multi-family dwelling types, including:

- garden apartments
- townhouses
- stacked townhouses
- stacked flats

Accessory uses include utility structures and facilities, off-street parking facilities, solid waste facilities and structures designed for recreation or community use, private garages and carports, a swimming pool with outdoor dining area, dog runs, tot lots and pedestrian and

bicycle paths. There shall be a community clubhouse with fitness room and club room, as well as a furnished model, management and leasing offices and maintenance facilities.

Monument signs, which may be located at the entrance to the development, shall not be internally illuminated and shall be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.

3.3 IMF-X ZONE BULK AND AREA REQUIREMENTS

A. Min. Lot Area (Tract)	30 Acres
B. Min. Residential Lot Area	NA
C. Min Lot Width (Tract)	100 Feet
D. Min Lot Depth (Tract)	125 Feet
E. Min Front Yard Setback (Tract) ¹	75 Feet
F. Min Side Yard Setback (Tract) ¹	40 Feet
G. Min Rear Yard Setback (Tract) ¹	50 Feet
H. Min. Setback from Buildings Onsite:	
Front to Front	60 Feet
Front to Side	40 Feet
Side to Side	20 Feet
Rear to Rear	50 Feet
Rear to Side	30 Feet
I. Min. Building Setback to Roadway ²	15 Feet
J. Max. Building Coverage (residential)	30%
K. Max. Impervious Coverage	60%
L. (Residential Lot Coverage)	
M. Max. Building Height	45 Feet / 3-stories ³
N. Maximum Gross Residential Density	12 units / acre
O. Maximum Units per Building	
Traditional Townhouse	8 units / bldg.
Stacked Townhouse	18 units / bldg.
Multi-Family Building	30 units / bldg.
P. Parking Setbacks:	
From Building	10 Feet
From Property Line	5 Feet
From Existing Public Street	25 Feet
Q. Parking Spaces: Number	Per RSIS
R. Parking Stall Size	9 FT x 18 FT
S. Drive Aisle Width	24 Feet
T. Clubhouse:	
Size	Min. 2.5 SF / Unit
Parking	Min. 1/20 Units
Pool Size	Min. 2.5 SF / Unit

1. Patios, decks, and fences permitted to be located within building setbacks except no closer than 10 feet to any tract boundary.
2. Open porches and stairs permitted to be located closer to roadway.
3. Max. Building Height South of the Transcontinental Gas Pipeline Right-of-Way shall be 55 feet/4 Stories

3.4 IMF-X ZONE VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS

- A. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.
 1. Affordable housing units shall be affordable family rentals and shall not be age-restricted.
 2. The affordable housing units shall be located in more than one building.
 3. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.
 4. There shall be a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 40 years for all affordable units.

3.5 OTHER REQUIREMENTS - IMF-X ZONE

- A. Building Design. The design of the buildings shall be residential and not institutional and shall conform to the following:
 1. Architectural elevations and floor plans shall be provided for each type of building.
 2. Maximum length of buildings shall not exceed 225 feet.
 3. Variations in setback, materials, colors and design including breaks in the building façade shall be encouraged to reduce and separate the building mass.
 4. Pitched roofs are preferred. If flat roofs are provided, best efforts shall be made to incorporate green design techniques (green roofs, solar) and to shield any roof mounted equipment.

5. All HVAC and mechanical equipment shall be located on the side or rear of each home. If not so located, then it shall be adequately screened from view.
6. All multiple family dwelling buildings and all accessory buildings and structures, including signs, shall be designed in a unified architectural style.
7. Building design shall include spare electrical conduit to permit future installation of rooftop mounted solar.

B. Circulation.

1. A boulevard street entry shall be provided.
2. Pedestrian and/or bicycle circulation systems shall be designed to extend through and connect with open space and common areas. Sidewalks shall be provided on at least one side of the streets throughout the community.

C. Open Space.

1. A minimum of 20 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space which shall include any area available for civic uses and restricted due to utility easements.
2. No more than one-half of the minimum 20 percent of land area may be wetlands, wetlands buffer, 100-year flood plains or lands with a topographic slope of 15 percent or greater.
3. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.

D. Utilities/Services. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.

E. Stormwater. Stormwater designs shall be in a form as naturalized as possible and shall promote water quality, minimize maintenance and provide for groundwater recharge.

3.6 **C-1-A ZONE**

3.7 **C-1-A ZONE PERMITTED USES**

Principal permitted uses, which include a variety of office, retail and service uses, including grocery stores, banks, restaurants and shopping centers are intended to encourage redevelopment of these commercial properties with relocated and improved driveway access

that will make this section of Route 31 safer and more efficient. This redevelopment area is also deemed an appropriate location for a convenience store dispensing motor fuels, when designed to adequately accommodate the use.

3.8 C-1-A ZONE BULK AND AREA REQUIREMENTS FOR COMMERCIAL USES OTHER THAN CONVENIENCE STORES DISPENSING MOTOR FUEL

1. Minimum lot size: 1 acre
2. Minimum lot width: 200 feet
3. Minimum lot depth: 150 feet
4. Minimum front yard setback:
 - a. Buildings up to 20,000 s.f.: 50 feet
 - b. Buildings greater than 20,000 s.f.: 200 feet
 - c. Fuel canopy or storage tanks: 15 feet
5. Minimum westerly building setback: 60 feet
6. Minimum southerly building setback: 40 feet
7. Maximum building height: 40 feet
8. Maximum floor area ratio: 0.20
9. Maximum lot impervious coverage: 70%
10. Minimum parking setback:
 - a. From streets: 5 feet
 - b. From adjacent lot lines: 10 feet
 - c. From residential zones and uses: 25 feet

3.9 C-1-A ZONE BULK AND AREA REQUIREMENTS FOR CONVENIENCE STORES DISPENSING FUEL

- A. Minimum lot size: 1.5 acres.
- B. Maximum building size: 6,500 square feet.
- C. Maximum number of fueling stations: eight dispensers with two fueling positions at each.
- D. Maximum height for convenience store building: 35 feet, exclusive of towers, cupolas or other architectural elements
- E. Maximum height for fuel area canopy: not to exceed height of convenience store building.
- F. Parking: minimum of one space for each 300 square feet of building footprint, plus one space for each employee on the most heavily-staffed shift. Additional parking shall be provided where needed to enhance internal circulation and eliminate stacking at driveways.

3.10 C-1-A ZONE SIGN REQUIREMENTS FOR CONVENIENCE STORES DISPENSING MOTOR FUEL

- A. Free Standing signs: one free standing pole sign at the driveway of each street frontage, with fuel pricing, maximum area of 100 square feet, maximum height of 20 feet and minimum set back of 5 feet from any street.

- B. Façade sign: Two façade signs, one each on the front and back of the building, not to exceed 20 % of the front wall area.
- C. Canopy signs: maximum of three canopy signs, no wider than the width of the canopy, located on, or under or on the side of, the canopy facing the front or side street.

DRAFT

3.11 VARIANCES AND INAPPLICABLE ORDINANCES

- A. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.
- B. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
- C. The developer of the redevelopment area may also request relief from other cost generative features of land use ordinances.

3.12 MUNICIPAL COOPERATION WITH UTILITIES

- A. The Township shall confirm in writing its support of submission and applications for all utilities (specifically water and sewer) and all necessary government agency or private utility approvals related to all aspects of the development within five (5) business days of a written request for such support from the developer. Specifically, the Township shall assist the developer in discussions with ELSA, Mercer County, NJDOT, NJDEP, the DRCC and any other public or private entity with which the developer must deal in order to develop the subject property, including any effort the developer may make to decrease the fees charged by ELSA. The Township shall assist in acquiring rights-of-way or easements if necessary. The township will support the use of other redevelopment tools as prescribed by law.

4. REDEVELOPMENT ACTIONS

4.1 OUTLINE OF PROPOSED ACTIONS

Construction of new structures and other improvements shall take place as proposed in this Redevelopment Plan. The redeveloper will be required to enter into a Redeveloper's Agreement with the Township that stipulates the precise nature and extent of the improvements to be made and their timing and phasing shall be governed as permitted therein.

4.2 PROPERTIES TO BE ACQUIRED

This Redevelopment Plan shall not require Hopewell to acquire any privately-owned property within the Redevelopment Area.

4.3 RELOCATION

This Redevelopment Plan will not displace or relocate any residents within the Redevelopment Plan Area.

4.4 ADMINISTRATIVE PROVISIONS

Redevelopment activities within the Redevelopment Area shall comply with all requirements in any executed redevelopment agreement between a designated redeveloper and the Township of Hopewell.

5. PLAN CONSISTENCY REVIEW

5.1 RELATIONSHIP TO MASTER PLANS OF ADJOINING MUNICIPALITIES

The Redevelopment Area is not adjacent to any of Hopewell Township's borders, and will have no impact on the zone plans of these municipalities, since the Redevelopment Area is situated more than one mile from the closest municipal neighbors, Ewing and Lawrence Townships.

5.2 RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN

The Mercer County Master Plan (amended in 2016) supports the basic goals, objectives and strategies of the State Development Redevelopment Plan. It focuses on combatting urban sprawl and capitalizing on available transportation infrastructure. The use of the subject property for inclusionary development is consistent with the following housing and transportation goals (MCMP pages 30 and 32):

1. Focus on housing needs of the work force.
2. Address the housing needs of both lower-income and moderate-income households
3. Through planning efforts, continue to make efficient use of existing road infrastructure including the implementation of access management concepts to maximize the efficiency of the existing roadway system.

5.3 RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN

The site lies in Planning Area 2 (PA2). The SDRP envisions itself as a growth management plan and PA2 is one of the areas in which the SDRP promotes growth, including higher density inclusionary development. PA2 is a preferred location for inclusionary development. The SDRP's goals for PA-2 include:

- a. Guiding development in more compact forms,
- b. Encouraging densities that promote transit,
- c. Providing for a full range of housing choices, and
- d. Encouraging redevelopment.

The intent of the State Plan for PA 2 is to:

- Provide for much of the State's future development
- Promote growth in Centers and other compact forms
- Protect the character of existing stable communities
- Protect natural resources
- Redesign areas of sprawl
- Reverse the current trend toward further sprawl
- Revitalize cities and towns

The State Plan, which provided the organizing principles around which the Township's 2002 Master Plan was developed, encourages incentives for beneficial development in PA-2 that protects resources and community character. Policy objectives for Redevelopment in Planning Area 2 include retrofitting existing developed areas and developing at higher residential densities, both proposed here.

The adopted housing policies of the State Development and Redevelopment Plan (SDRP) are specifically advanced by this redevelopment plan, as seen in the highlighted excerpt below:

#6. Housing – *Preserve and expand the supply of safe, decent and reasonably priced housing* while meeting the constitutional mandate with respect to affordable housing through improved planning, regulatory reform, supportive infrastructure investments, housing subsidies, tax and discounted fee incentives and municipal property tax relief in ways that are consistent with the vision and goals of the State Plan. (emphasis added)

6. GENERAL PROVISIONS

6.1 AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE

The Zoning Map of the Township of Hopewell is hereby amended to indicate the location of the Inclusionary Multifamily Development IMF- X Zone and to reference this Redevelopment Plan.

6.2 DEFINITIONS

The “Definitions” section of the Township’s Land Development Ordinance shall govern unless a word is otherwise defined herein.

For purposes of this plan, *Convenience Stores Dispensing Motor Fuel*, are hereafter defined as follows: a retail establishment operating 24 hours per day, 7 days per week, offering for sale prepackaged food products and grocery items, hot and cold made-to order drinks, freshly prepared foods, including sandwiches, soups and salads, household items, tobacco products, newspapers and magazines, in-store ATM and lottery, and which includes outside facilities for dispensing motor fuels, gasoline and diesel fuel for light trucks and passenger vehicles under a lit canopy. No servicing of motor vehicles is permitted, although up to two external air pumps may be provided.

6.3 VARIANCE REQUESTS

Hopewell Township’s Master Plan goals and policies have been designed to permit managed growth in appropriate locations and to protect the many valuable environmental and cultural features of the natural and man-made landscape. These primary objectives continue to govern this redevelopment plan.

Within this context, the Hopewell Township Planning Board may grant variances from the regulations within this Redevelopment Plan, where by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, the strict application of any bulk regulation adopted pursuant to this Redevelopment Plan would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the redeveloper.

The Hopewell Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this 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 Redevelopment Plan.

An application for site plan approval shall provide public notice of such application and shall further identify all requested variances from the regulations contained herein.

Notwithstanding the above, no variances shall be granted that would permit a use or principal structure not permitted by the Redevelopment Plan or an increase in the maximum permitted floor area ratio or an increase in the maximum permitted height of a principal structure by more than 10 feet or 10%, whichever is less, which can only be modified by a duly adopted amendment to this Redevelopment Plan.

6.4 REQUESTS FOR DESIGN EXCEPTIONS

The Hopewell Township Planning Board may grant design exceptions from the regulations contained within this Redevelopment Plan as may be reasonable and within the general purpose and intent of this Redevelopment Plan or if the literal enforcement of one or more provisions is impractical or will exact undue hardship because of peculiar conditions related to the property in question.

6.5 SITE PLAN AND SUBDIVISION REVIEW

Within the Redevelopment Area, subdivisions and/or site plans providing for the demolition of existing improvements and construction of new buildings and other improvements shall be prepared in accordance with the requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and shall be submitted by the redeveloper for review and approval by the Township of Hopewell Planning Board.

To assure the comprehensive and Township-coordinated development of the Redevelopment Area, any site plan presented to the Hopewell Planning Board shall be consistent with the terms of this Redevelopment Plan and shall include at least the following elements:

- An overall concept plan for the Redevelopment Area identifying land use types, building heights, floor areas of each building and the number of residential units.
- Architectural elevations, renderings and floor plans.
- A streetscape plan, indicating the overall design, locations and materials to be used, including pavements, trees and other plantings and any street furniture.
- Parking, loading and vehicular access plan. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area on adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency.
- Landscape plan.
- Utility plan.

- Stormwater management plan.
- Lighting plan.
- Phasing plan.

No permits shall be issued for construction of buildings within the Redevelopment Area until the Hopewell Planning Board has granted final site plan approval for such improvements.

The criteria for the consideration and approval of the site plan shall be in conformance with the requirements of this Redevelopment Plan, the site plan provisions of the Township of Hopewell Land Use and Development Ordinance and the executed Redevelopment Agreement between the redeveloper and the Township of Hopewell.

6.6 AFFORDABLE HOUSING

Any redeveloper of Block 85, Lot 3 shall be required to build and deed-restrict according to COAH requirements at least 78 dwelling units as affordable housing, in any redevelopment agreement between the redeveloper and the Township of Hopewell. In accordance with Hopewell Township Ordinance #17-1670, an additional 30 non-age restricted rentals, affordable to very low, low and moderate income households may be constructed on this site in the event deemed necessary in accordance with the settlement of litigation (Docket No. MER-L-1557-15).

6.7 ADVERSE INFLUENCES

No use shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

6.8 NON-DISCRIMINATION PROVISIONS

No covenant, lease, conveyance or other instrument shall be affected or executed by the Township Committee or by any redeveloper or any of his successors or assignees, whereby the sale, lease, use or occupancy of land within the Redevelopment Area is restricted on the basis of race, creed, color, sexual orientation or national origin. Appropriate covenants, running with the land in perpetuity, shall prohibit any such restrictions and shall be included in the disposition instruments.

6.9 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 30 years from the date of approval of this plan by the Township Committee.

7. OTHER PROVISIONS

7.1 STATEMENT ABOUT REDEVELOPMENT

In accordance with N.J.S.A. 40A:12A-1 et seq., known as The Local Redevelopment and Housing Law, the following statements are made:

- The Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements. The Plan has laid out various programs and strategies needed to be implemented in order to carry out the Plan objectives.
- The Redevelopment Plan lays out the proposed land uses and building requirements for the Redevelopment Area.
- The Redevelopment Plan does not envision a need to acquire privately-owned properties or to relocate any residents or businesses.
- The Redevelopment Plan is substantially consistent with the Master Plan for the Township of Hopewell, which has long sought to provide its fair share of affordable housing and has focused attention on the Route 31 corridor needs for improvement. This plan will provide affordable housing and allow better and safer travel on the State and County roads that provide access to the redevelopment area. The Plan also complies with the goals and objectives of the New Jersey State Development and Redevelopment.
- This Redevelopment Plan shall supersede all provisions of the Zoning and Land Development Regulations of the Township of Hopewell regulating development in the area addressed by this Redevelopment Plan, except where stated otherwise within the text of this Plan. Final adoption of this Plan by the Township Committee shall be considered an amendment of the Township of Hopewell Zoning Map.
- If any section, paragraph, division, subdivision, clause or provision of this Redevelopment Plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause or provision so judged, and the remainder of this Redevelopment Plan shall be deemed valid and effective.

7.2 PROCEDURE FOR AMENDING THE APPROVED PLAN

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of state law. A non-refundable application fee shall be paid pursuant to site

plan fee schedule found in Section 10-1 "Fees" by the party requesting such amendment, unless the request is issued from any agency of Hopewell Township. The Township Committee, at its sole discretion, may require the party requesting the amendments to prepare a study of the impact of such amendments, which study must be prepared by a professional planner licensed in the State of New Jersey.

DRAFT

APPENDIX A
Zoning Amendment Creating the IMF-x Zone and the C-1-A Zone

1. Add the following definition to 17-181 WORDS DEFINED:

Convenience Store with Motor Fuel Dispensing - a retail establishment operating 24 hours per day, 7 days per week, offering for sale prepackaged food products and grocery items, hot and cold made-to order drinks, freshly prepared foods, including sandwiches, soups and salads, household items, tobacco products, newspapers and magazines, in-store ATM and lottery, and which includes outside facilities for dispensing motor fuels, gasoline and diesel fuel for light trucks and passenger vehicles under a lit canopy. No servicing of motor vehicles is permitted, although up to two external air pumps may be provided.

2. Amend the Land Use and Development Ordinance and Zoning Map to establish a new Inclusionary Multi-Family– x (IMF-x) District subject to the following requirements:

Section 17-? Inclusionary Multi-Family–X (IMF-X) District

A. Purpose: This IMF-x Zone provides for a multi-family residential inclusionary neighborhood, including at least 78 non-age restricted rental units affordable to very low, low and moderate income housing units. In accordance with Hopewell Township Ordinance #17-1670, an additional 30 non-age restricted rentals, affordable to very low, low and moderate income households may be constructed on this site in the event deemed necessary in accordance with the settlement of litigation (Docket No. MER-L-1557-15).

B. Permitted Uses

A. Multi-family dwellings consisting of:

1. Garden apartments.
2. Townhouses.
3. Stacked townhouses - stacked townhouses may have rear loaded driveways and garages with a rear access way of 24 feet in width (excluding driveways for two-way traffic) or 18 feet in width (excluding driveways for one-way access).
4. Stacked flats.

B. Accessory Uses

1. Structures designed for recreation or community use as a part of the multi-family dwelling development.
2. Private garages and carports.
3. Swimming pool with outdoor dining area, outdoor barbeque and party deck.
4. Dog runs.
5. Tot lots.
6. Walking paths.

7. Barbeque patios.
8. Off-street parking facilities.
9. Solar panels.
10. Community clubhouse with fitness room, club room, business center and furnished model.
11. Management and leasing offices.
12. Maintenance office/garage building not to exceed one (1) story in height and 1,500 square feet in floor area. The façade design shall match the residential structures.
13. Solid waste and recycling facilities.
14. Monument signs located at entrance to be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.
15. Utility structures and facilities needed to provide the direct service of gas, electricity, telephone, water, sewerage and cable television.
16. Temporary sales model homes within the respective home types, including related direction signage to identify the home(s) as a model.
17. One temporary construction trailer and one temporary marketing/sales trailer.
18. Patios and decks directly adjacent to the rear of any homes, which shall also be permitted to be located within building setbacks.
19. Privacy fences separating the townhomes shall not exceed ten (10) feet in length and shall not enclose a patio.
20. Such other accessory uses customarily incidental to the uses permitted herein, however outdoor storage (furniture, etc. that are functional and which can be accommodated on a deck or patio) is not permitted. Freestanding or attached storage sheds outside of a patio or deck are not permitted.

C. Bulk and Area Requirements

A. Min. Lot Area (Tract)	30 Acres
B. Min. Residential Lot Area	NA
C. Min Lot Width (Tract)	100 Feet
D. Min Lot Depth (Tract)	125 Feet
E. Min Front Yard Setback (Tract) ¹	75 Feet
F. Min Side Yard Setback (Tract) ¹	40 Feet
G. Min Rear Yard Setback (Tract) ¹	50 Feet
H. Min. Setback from Buildings Onsite:	
Front to Front	60 Feet
Front to Side	40 Feet
Side to Side	20 Feet
Rear to Rear	50 Feet
Rear to Side	30 Feet
I. Min. Building Setback to Roadway ²	15 Feet
J. Max. Building Coverage (residential)	30%
K. Max. Impervious Coverage	60%

L. (Residential Lot Coverage)	
M. Max. Building Height	45 Feet / 3-stories ³
N. Maximum Gross Residential Density	12 units / acre
O. Maximum Units per Building	
Traditional Townhouse	8 units / bldg.
Stacked Townhouse	18 units / bldg.
Multi-Family Building	30 units / bldg.
P. Parking Setbacks:	
From Building	10 Feet
From Property Line	5 Feet
From Existing Public Street	25 Feet
Q. Parking Spaces: Number	Per RSIS
R. Parking Stall Size	9 FT x 18 FT
S. Drive Aisle Width	24 Feet
T. Clubhouse:	
Size	Min. 2.5 SF / Unit
Parking	Min. 1/20 Units
Pool Size	Min. 2.5 SF / Unit
1. Patios, decks, and fences permitted to be located within building setbacks except no closer than 10 feet to any tract boundary. 2. Open porches and stairs permitted to be located closer to roadway. 3. Max. Building Height South of the Transcontinental Gas Pipeline Right-of-Way shall be 55 feet/4 Stories	

D. Very Low, Low and Moderate Income Housing Requirements

Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.

1. Affordable housing units shall be affordable family rentals and shall not be age-restricted.
2. The affordable housing units shall be located in two or more buildings.
3. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

E. Other Requirements

1. Site Design

Any application for development or redevelopment shall include at least the following elements:

- A. An overall development plan for the Redevelopment Area identifying land use types, building heights, floor areas of each building and the number of residential units.
- B. Architectural elevations, renderings and floor plans.
- C. A circulation and streetscape plan, indicating the overall design with a boulevard street entry, and locations and types of materials to be used, including pavements, trees and other plantings and any street furniture. Pedestrian and/or bicycle circulation systems shall be designed to extend throughout the development and connect with open space and common areas.
- D. Parking, loading and vehicular access plan. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area on adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency.
- E. Landscape plan.
- F. Open Space Plan.
 - 1. A minimum of 30 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space.
 - 2. No more than one-half of the minimum 30 percent of land area may be wetlands, wetlands buffer, 100-year flood plains or lands with a topographic slope of 15 percent or greater.
 - 3. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.
- G. Utility plan. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.
- H. Stormwater management plan - Stormwater designs shall be in a form as naturalized as possible and shall promote water quality, minimize maintenance and provide for groundwater recharge.
- I. Lighting plan.
- J. Phasing plan.

F. Variances and Inapplicable Ordinances

- 1. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.

2. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
3. The developer of the redevelopment area may also request relief from cost generative features of Township land use ordinances.

G. Redeveloper's Agreement

The Redeveloper shall enter into an agreement with the municipality pursuant to the provisions of N.J.S.A. 40:55D-39 within 90 days of a memorialized Board resolution of final site plan approval setting forth variations from ordinary standards for preliminary and final approval to provide increased flexibility and promote mutual agreement between the applicant and the municipality at the time of conceptual master site plan approval. The substance of the Redeveloper's Agreement shall be consistent with the laws of the State of New Jersey, the Hopewell Land Use Code and the conditions and standards applicable to development in the zone. The Redeveloper's Agreement shall be in a form satisfactory to the Township Attorney, and may include, but is not limited to, provisions relating to the following:

1. Building layout and use.
2. Signage: Criteria to ensure a harmonious signage design for the entire development, which shall include lettering style, lighting standard types, sign material and sign lighting.
3. Architecture: Architectural design standards to ensure that the development will result in an aesthetically-harmonious design which may include external building materials, fenestration, color, mechanical penthouse screening and roof appearance where visible from adjoining buildings of higher elevation. Upon application by the developer and upon approval of the Planning Board, architectural criteria may be revised from time to time.
4. Lighting plan: to ensure a uniform lighting plan to provide safe and attractive lighting for exterior roads, interior roads and driveways, parking lots, walkways and landscape display lighting.
5. Landscaping: to ensure retention of natural vegetation, landscaping of parking areas, landscaping of building sites and the screening of trash collection and removal areas, buffering and wind shielding, pedestrian and bike linkages between buildings and the entire tract to encourage free passage while discouraging conflict with vehicular traffic.
6. Recreation: Active and passive recreational facilities, such as jogging and fitness trails, passive sitting areas, and other athletic facilities shall be provided for the benefit of building occupants.

7. Maintenance: Developer's obligation to maintain: provisions for maintenance and repair by the developer, or his successors, of building exteriors, trash removal and maintenance of internal roadways, landscaping, buffered areas and open spaces.
8. Payment In Lieu Of Taxes Agreement

I. Plan Amendment

Amendments to the Redevelopment Plan may be adopted in order to meet changing circumstances within and affecting the Redevelopment Area and the Township, but any site plan must be consistent with the adopted or amended Redevelopment Plan and conform to the design requirements of the ordinance.

3. Amend the Land Use and Development Ordinance and Zoning Map to establish a new and a new Retail Service (C-1-A) District subject to the following requirements:

Section 17-?? Retail Service (C-1-A) District

A. Purpose: This district provides for the consolidation and redevelopment of an area of existing commercial uses situated on the west side of the Pennington Circle. The intent for this redevelopment is to consolidate parcels where appropriate and to optimize the traffic access to Route 31, through the rearrangement of driveway locations and through the creation of new routes for traffic from the Redevelopment Area to access the arterial highway network.

B. Permitted Principal Uses:

1. Grocery Store/Supermarket.
2. Pharmacy/Drug Store with drive-thru.
3. Restaurants, including fast food.
4. Offices, banks, medical clinics and veterinary hospital.
5. Convenience stores with motor fuel dispensing.
6. Retail sale of consumable products, apparel, hardware, appliances, household goods, confections and general merchandise.
7. Personal services such as repair of shoes, appliances, and furniture; cleaners; tailors; salons; barber shops; and day spas.
8. Child Care Centers.
9. Shopping Centers comprised of two or more of the permitted uses in the zone.
10. Pumping stations and other essential utility infrastructure needed in order to provide site-specific or regional utility services

C. Area and Bulk Requirements for Convenience Stores with Motor Fuel Dispensing:

1. Minimum lot size: 1.5 acre
2. Minimum lot width: 200 feet
3. Minimum lot depth: 150 feet
4. Minimum front yard setback:
 - a. Buildings up to 20,000 s.f.: 50 feet
 - b. Buildings greater than 20,000 s.f.: 200 feet
 - c. Fuel canopy or storage tanks: 15 feet
5. Minimum rear yard setback: 60 feet
6. Minimum side yard building setback: 40 feet
7. Maximum building floor area: 6,500 s.f.
8. Maximum height for convenience store: 35 feet, plus decorative cupolas
9. Maximum height for fuel area canopy: height of convenience store
10. Maximum floor area ratio: 0.20
11. Maximum lot impervious coverage: 70%
12. Minimum parking setback:
 - a. From streets: 5 feet
 - b. From adjacent lot lines: 10 feet
 - c. From residential zones and uses: 25 feet
13. Minimum number of parking spaces: one space per 300 square feet of building footprint, plus one space per employee on most heavily staffed shift. Additional parking as needed to enhance internal circulation and eliminate stacking at driveways shall be provided.
14. Maximum number of fueling positions: eight dispensers with two fueling positions at each

D. Permitted signs for convenience store with motor fuel dispensing:

1. Free Standing signs: one free standing pole sign at the driveway of each street frontage, with fuel pricing, maximum area of 100 square feet, maximum height of 20 feet and minimum set back of 5 feet from any street.
2. Façade sign: Two façade signs, one each on the front and back of the building, not to exceed 20 % of the front wall area.
3. Canopy signs: maximum of three canopy signs, no wider than the width of the canopy, located on, or under or on the side of, the canopy facing the front or side street.

E. Area and Bulk Requirements for all other commercial uses:

1. Minimum lot size: 1 acre
2. Minimum lot width: 200 feet
3. Minimum lot depth: 150 feet
4. Minimum front yard setback:
 - a. Buildings up to 20,000 s.f.: 50 feet
 - b. Buildings greater than 20,000 s.f.: 200 feet
 - c. Fuel canopy or storage tanks: 15 feet
5. Minimum westerly building setback: 60 feet
6. Minimum southerly building setback: 40 feet
7. Maximum building height: 40 feet
8. Maximum floor area ratio: 0.20
9. Maximum lot impervious coverage: 70%
10. Minimum parking setback:
 - a. From streets: 5 feet
 - b. From adjacent lot lines: 10 feet
 - c. From residential zones and uses: 25 feet

F. Variances and Inapplicable Ordinances

1. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.
2. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
3. The developer of the redevelopment area may also request relief from cost generative features of Township land use ordinances and such requests shall be measured against the standards found in NJSA 40:55D-70 c, with sufficient proofs to address the positive and negative variance criteria

G. Redeveloper's Agreement

The Redeveloper shall enter into an agreement with the municipality pursuant to the provisions of N.J.S.A. 40:55D-39 within 90 days of a memorialized Board resolution of final site plan approval setting forth variations from ordinary standards for preliminary and final approval to provide increased flexibility and promote mutual agreement between the applicant and the municipality at the time of conceptual master site plan approval. The substance of the Redeveloper's Agreement shall be consistent with the laws of the State of New Jersey, the Hopewell Land Use Code and the conditions and standards applicable to

development in the zone. The Redeveloper's Agreement shall be in a form satisfactory to the Township Attorney, and may include, but is not limited to, provisions relating to the following:

1. Building layout and use.
2. Signage: Criteria to ensure a harmonious signage design for the entire development, which shall include lettering style, lighting standard types, sign material and sign lighting.
3. Architecture: Architectural design standards to ensure that the development will result in an aesthetically-harmonious design which may include external building materials, fenestration, color, mechanical penthouse screening and roof appearance where visible from adjoining buildings of higher elevation. Upon application by the developer and upon approval of the Planning Board, architectural criteria may be revised from time to time.
4. Lighting plan: to ensure a uniform lighting plan to provide safe and attractive lighting for exterior roads, interior roads and driveways, parking lots, walkways and landscape display lighting.
5. Landscaping: to ensure retention of natural vegetation, landscaping of parking areas, landscaping of building sites and the screening of trash collection and removal areas, buffering and wind shielding, pedestrian and bike linkages between buildings and the entire tract to encourage free passage while discouraging conflict with vehicular traffic.
6. Recreation: Active and passive recreational facilities, such as jogging and fitness trails, passive sitting areas, and other athletic facilities shall be provided for the benefit of building occupants.
7. Maintenance: Developer's obligation to maintain: provisions for maintenance and repair by the developer, or his successors, of building exteriors, trash removal and maintenance of internal roadways, landscaping, buffered areas and open spaces.
8. Payment In Lieu Of Taxes Agreement.

CHAPTER V

SITE SUITABILITY INFORMATION BRISTOL MYERS SQUIBB



TOWNSHIP OF HOPEWELL

MERCER COUNTY

SITE SUITABILITY INFORMATION

Bristol Myers Squibb

November 19, 2017

Page 1 of 1

Block: 46
Lots: 8.01
Address: Pennington Rocky Hill Road
Present Owners of Record: Bristol Myers Squibb Company

Existing Zoning: RO-1
Proposed Zoning: Garden Apartments and Townhouses as Conditional Use¹
Planning Area: PA3

Sewer Service: SBRSA and On-Site Treatment Plant (included in existing sewer service area)

Water Service: NJ American Water (Included in existing franchise area)

SITE SUITABILITY

Gross Lot Area: 441.9 Acres
Constrained Areas: 109.3 Acres
Net Area for Development 332.6 Acres

- Schedule

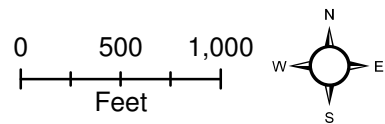
DEVELOPMENT PROCESS ACTION	DATE ANTICIPATED TO BEGIN	DATE ANTICIPATED TO BE COMPLETED
Zoning Ordinance	11/13/17	11/27/17
Development Approvals	2020	2021
Building Permits	2022	2022
Occupancy	2023	2024

¹ Because Hopewell Township has determined that conditional use standards will be the method for permitting affordable housing in the RO-1 zone, the township is also required to provide an alternative location to provide the required number of affordable units to ensure a realistic opportunity. Hopewell Township will include an additional 30 affordable units on Block 85 Lot 3, also known as the Zaitz tract; to be constructed only if affordable units are not constructed on these RO-1 zoned lands.

Environmental Constraints
Block 46; Lot 8.01
Portion of
Hopewell Township
Mercer County, NJ
November 2017

Legend

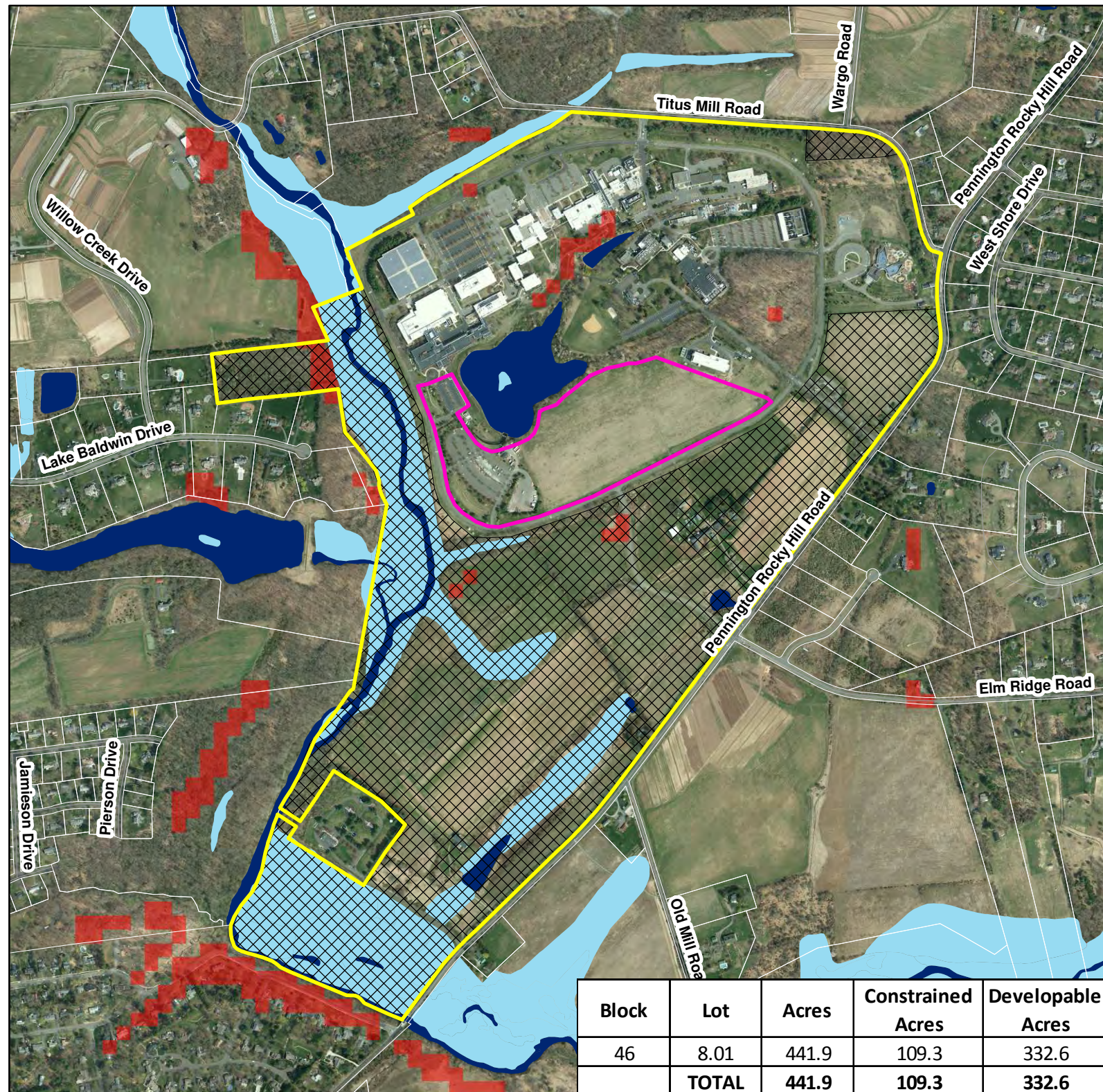
-  Subject Properties
 -  Water
 -  Wetlands
 -  50' Wetlands Buffer
 -  Slopes Greater than 15%
 -  100 Year Floodzone
 -  Future Developable Area
 -  Approximate BMS Easement Area*
- *Approximately 153 acres outside Loop Road



Data Sources:
 NJGIN Parcels 2011
 NJDOT Roadway Network
 NJOGIS 2015 Aerial Photography
 NJDEP 2012 Land Use/Land Cover
 NJDEP 10 Meter DEM's
 FEMA Floodzones

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.

BANISCH
 ASSOCIATES, INC.
 Planning and Design



Block	Lot	Acres	Constrained Acres	Developable Acres
46	8.01	441.9	109.3	332.6
	TOTAL	441.9	109.3	332.6

ORDINANCE NO. 2017-_____

**ORDINANCE OF THE TOWNSHIP OF HOPEWELL
AMENDING CHAPTER XVII OF THE CODE OF THE
TOWNSHIP OF HOPEWELL ENTITLED THE
HOPEWELL TOWNSHIP “LAND USE AND
DEVELOPMENT ORDINANCE”**

WHEREAS, the Township of Hopewell is required to amend certain provisions of Chapter XVII of the Code of the Township of Hopewell entitled the Hopewell Township “Land Use and Development Ordinance” to facilitate the production of low and moderate housing pursuant to third round affordable housing proceedings in the Law Division of the Superior Court encaptioned In the Matter of the Application of the Township of Hopewell, Docket No. MER-L-1557-15 (Mount Laurel); and

WHEREAS, the purpose of this Ordinance is to accomplish the foregoing as required by judicial mandate; and

WHEREAS, the intent of this ordinance is to provide affordable housing on RO-1 zoned land through the use of conditional use standards because such standards afford the land owner the maximum opportunity to utilize its site in accordance with the RO-1 non-residential standards while permitting a defined number of affordable and inclusionary housing units; and

WHEREAS, because Hopewell Township has determined that conditional use standards will be the method for permitting affordable housing in the RO-1 zone, the township is also required to provide an alternative location to provide the required number of affordable units to ensure a realistic opportunity; and

WHEREAS, Hopewell Township will include an additional 30 affordable units on Block 85 Lot 3, also known as the Zaitz tract, to be constructed only if affordable units are not constructed on RO-1 zoned lands.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey that Chapter XVII of the Code of the Township of Hopewell entitled the Hopewell Township “Land Use and Development Ordinance” be amended, modified and supplemented as follows:

SECTION I.

Chapter 17-168.a. entitled “Purpose” of the RO-1, RO-2 and RO-3 Zoning Districts is repealed as currently stated and is replaced by the following new Chapter 17-168.a. in its place and stead:

17-168 RO-1, 2 AND 3 DISTRICTS: RESEARCH/OFFICE DISTRICTS.

- a. *Purpose.* The purpose of these districts is to provide for research/office uses by single owners with one or more tenant occupants on large parcels within the township. A neighborhood of inclusionary housing is also deemed appropriate in the RO-1 District when arranged on undeveloped portions of the property, and adequately buffered from manufacturing buildings and activities. It is also intended that the provision for assisting in the development of lower income housing as set forth below be a required portion of any new development in the RO-1 District.

SECTION II.

Chapter 17-168.b entitled “Conditional Uses” is supplemented to add a new Paragraph 2 as follows:

2. Inclusionary affordable housing development pursuant to the requirements in §17-168(g).

SECTION III

Chapter 17-252 entitled “Applicability of Growth Share”, Chapter 17-253 entitled “Residential Growth Share Provisions”, and Chapter 17,254 entitled “Nonresidential Growth Share Provisions” are repealed inasmuch as the “Growth Share” rules adopted by the New Jersey Council on Affordable Housing (“COAH”) upon which they were based have been invalidated by the Courts.

SECTION IV

A new section 17-168(g) entitled “Conditional Use Inclusionary Development in the RO-1 District” is added as follows:

17-252. Conditional Use Inclusionary Development in the RO-1 District.

A. Principal permitted uses.

- (1) Garden apartments.
- (2) Townhouses.

B. Permitted accessory uses.

- (1) Off-street parking
- (2) Any use or structure customarily incidental to a principal permitted use.
- (3) Private garages and carports.
- (4) Recreational and cultural facilities for the sole use of the residents of the community and their guests, including but not limited to a clubhouse, jogging and bike trails, swimming pool, library, media center, court games, picnic areas and other typical active and passive recreation facilities.
- (5) Sales office of a temporary nature not to extend beyond the occupancy of the last dwelling

C. Area and Yard Requirements – Relief required by this section shall be considered according to the standards in N.J.S.A. 40:55D-70 (c):

The following bulk standards apply to all tracts proposed for inclusionary residential development within the RO-1 District:

- | | | |
|-------|--|---|
| i. | Minimum tract size: | thirty (30) contiguous acres |
| ii. | Maximum tract size: | fifty (50) contiguous acres |
| iii. | Minimum front yard for townhouse structures: | 25 feet to private road/100 feet to public road |
| iv. | Minimum front yard for apartment buildings: | 75 feet to private road/100 feet to public road |
| v. | Minimum tract width: | 750 feet |
| vi. | Minimum side yard for principal structures: | 50 feet |
| vii. | Total for both side yards: | 100 feet |
| viii. | Minimum rear yard: | 100 feet |
| ix. | Minimum distance between apartment buildings | 50 feet |
| x. | Minimum distance between townhouse buildings | 25 feet |
| xi. | Accessory building side yard: | 25 feet |
| xii. | Accessory building rear yard: | 50 feet |
| xiii. | Maximum coverage: | 60 percent, including private roadways |
| xiv. | Maximum building height: | 4 stories and 55 feet |

Multi-Family Building Setbacks.

- a. Building face to local street curb or pavement: 25 feet.
- b. Building face to collector street curb or pavement: 40 feet.
- c. Building face to arterial street curb or pavement: 50 feet.
- d. Building face to common parking area:

1. Front building face: 20 feet.
2. Rear or side building face: 15 feet.

Multi-Family Building Spacing.

The following separation of buildings shall be provided:

Dimension	Separation of Buildings (feet)
Long side to long side	75
Front to rear	50
Front to end	45
Rear to rear	50
Rear to end	40
End to end	30

Multifamily building requirements:

(1) Garden apartments.

- (a) The maximum length of structures shall be 200 feet. Maximum density shall be 25 dwelling units per acre.
- (b) Garden apartment structures should be grouped in clusters, with architectural design consistent in each cluster.
- (c) Recreation facilities, such as swimming pools and tennis courts, should be encouraged but carefully located to avoid problems of noise, light and similar nuisance elements affecting residential units. They shall be located not less than 100 feet from any tract boundary.
- (d) No front yard shall be used for service such as clothes drying and/or outdoor storage.
- (e) Where townhouses or garden apartments abut a residential zone or use, there shall be a landscaped strip not less than 15 feet in width or depth, which strip shall not be utilized for roadway or parking and which shall be so planted as to form an effective visual screen.
- (f) All utilities and their service lines, including electric and telephone, shall be installed underground and subject to approval of the appropriate utility. Wherever the utility is not installed in a public right-of-way, an appropriate utility easement shall be provided.
- (g) All streetlights and all lighting along pedestrian walks and in parking areas shall be downward-directed and shaded and installed on ornamental standards of the appropriate utility. They shall be of a style and design compatible with the architectural style of the project and shall be approved by the Planning Board and the utility company.
- (h) Adequate provision shall be made for the storage, recycling and removal of garbage, which shall be at the sole cost and expense of the owner.
- (i) Adequate provision shall be made for snow removal on all sidewalks, streets, roads, driveways and parking areas within the project, which shall be at the sole cost and expense of the owner.

(j) Minimum roof pitch shall be 4:12 unless flat roofs are employed, in which case green roof design or solar collectors shall be employed.

(k) Landscape or rooftop screening shall be provided for all a/c units, meters, connections, etc.

(2) Townhouses.

(a) Maximum of eight units in a single row. Minimum width of unit, 18 feet. Offset of at least four feet between every two units.

(b) Townhouses should be grouped in clusters, with a maximum of 30 per cluster. Private parking areas should be located near the unit entrances and outdoor living areas or patios adjoining open space or paths leading to open space.

(c) Townhouses in each cluster should be consistent in terms of architectural style and major design elements such as materials, windows, rooflines, roof designs, etc. Design approval shall rest with the Planning Board.

(d) Each dwelling unit in a townhouse building shall be completely separated from all other dwelling units in the same building by a fire wall subject to the requirements of the Uniform Construction Code.

(e) Adequate safe and sanitary provisions shall be made for the recycling and storage of solid waste and garbage in compliance with all applicable ordinance requirements of the Township of Hopewell.

(f) Guest parking of one space for every six units shall be required.

(g) Minimum roof pitch shall be 4:12.

(h) Landscape or rooftop screening shall be provided for all a/c units, meters, connections, etc.

6) Development Requirements for Inclusionary Housing in the RO-1 District:

a. **Infrastructure** - All development shall be connected to public sewers and public water.

b. **Residential Use**

- 1) There shall be a minimum of 50 affordable units and a maximum of 250 dwelling units,
- 2) Pursuant to COAH's second round rules at N.J.A.C. 5:93-1, et seq., at least 15% of all rental units and 20% of all for-sale units shall be deed-restricted for occupancy by low and moderate income households and the affordable housing units shall be dispersed among the residential buildings rather than concentrated in a few buildings.
- 3) No more than 60% of all market rate dwellings shall be two-bedroom units and at least 40% shall be one-bedroom units.
- 4) Low and moderate income units shall meet the following bedroom distribution requirements:
 1. The combination of efficiency and one bedroom units shall be at least 10 % and no greater than 20 % of the total low and moderate income units;
 2. At least 30 percent of all low and moderate income units shall be two bedroom units; and
- 5) At least 20 percent of all low and moderate income units shall be three bedroom units. Residential units shall be afforded the following activities within the redevelopment area: fitness room, community room, convenient recycling and trash receptacle area and multipurpose pedestrian/bicycle trail.

- 6) At least 50% of all affordable units shall be made available to low income households of which at least 13% shall be available to very low income households as required by P.L. 2008, c.46.
- c. **Site Design** - Relief required by this section shall be considered according to the standards in N.J.S.A. 40:55D-70 (c)
- 1) The location and arrangement of buildings, uses, parking areas and street setbacks shall be designed to minimize conflicts with non-residential uses in the RO-1 District.
 - 2) The buildings shall be located, arranged and designed to maximize opportunities for active and/or passive solar energy collection.
 - 3) Each dwelling unit and combined complex of dwelling units shall have a compatible architectural theme with variations in design to provide attractiveness to the development which shall include consideration of landscaping techniques, building orientation to the site and to other structures, topography, natural features and individual dwelling unit design such as varying unit widths, staggering unit setbacks, providing different exterior materials, changing roof lines and roof designs, altering building heights and changing types of windows, shutters, doors, porches, colors and vertical or horizontal orientation of the facades, singularly or in combination for each dwelling unit.
 - 4) The dwelling unit mix shall be such that no more than 65% of the total number of dwelling units shall have the same number of bedrooms.
 - 5) No townhouse building shall contain more than eight dwelling units.
 - 6) A minimum of 20% of the total land area of the inclusionary development tract, shall be designated as active and passive open space. Pedestrian and bike paths, ball fields, playgrounds and other areas for active or passive recreation shall be included in the calculation of required open space.
 - 7) A dense landscape buffer screen of 75 feet in width shall be installed where the development abuts any non-residential use or public street.
 - 8) Pedestrian and bicycle circulation shall be provided and shall be separated from motor vehicle circulation wherever possible, and, where applicable, shall be consistent with the Township's master plan for bikeways.
 - 9) Pedestrian facilities shall include a perimeter loop pathway around the inclusionary development.
 - 10) An integrated sidewalk system shall be provided throughout the development which encourages pedestrian movements.
 - 11) Residential uses shall be located within the existing ring road. Residential uses may be located between the ring road and site perimeter only if the developer demonstrates to the planning board that environmental or other planning reasons preclude residential development within the ring road. Any development located between the ring road and site perimeter shall protect existing views from the perimeter through site grading, landscaping or other means acceptable to the planning board.
- d. **Parking** - Relief required by this section shall be considered according to the standards in N.J.S.A. 40:55D-70 (c):

- 1) Parking facilities shall be at least 75' feet from the right-of-way line of any public road, and at least 50' from any private road
- 2) Parking facilities and driveways shall be at least ten feet from District lines.
- 3) Bicycle racks shall be provided on site at a rate of one bicycle storage space for every 30 automobile parking spaces.
- 4) Where abutting a residential zone or residential use, accessory buildings, accessory structures or accessory uses shall not be closer than 75 feet to any side or rear property line.

e. **Traffic**

- 1) Traffic studies shall be prepared to project the development-generated traffic volumes affecting the roadways serving the development. In addition, an updated study for on-site parking usage for each development phase shall be submitted.
- 2) Provisions for traffic improvements shall be made and strategies for traffic control shall be provided to ensure that the levels of service are maintained or improved.

SECTION V

A new Chapter 17-253 entitled "Mandatory Affordable Housing Set-aside in Future Rezoning or the Grant of Variances Authorizing Multi-Family Housing" is added as follows:

17-253. Mandatory Affordable Housing Set-aside in Future Rezoning or the Grant of Variances Authorizing Multi-Family Housing.

- a. Pursuant to directives of the Superior Court in the third round affordable housing proceedings encaptioned In the Matter of the Township of Hopewell, Docket No. MER-L-1557-15 (Mount Laurel), if the Township or its land use Boards permit, either through future rezonings or the grant of variances, multi-family or single family attached development that is "approvable" and "developable" as defined in N.J.A.C. 5:93-1, et seq. at a gross density of 6 units to the acre or more, the Township and/or its land use Boards shall require that an appropriate percentage of the residential units shall be set-aside for low and moderate income households in accordance with N.J.A.C. 5:93-1, et seq. This requirement shall apply to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project which consists of six (6) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's land use Boards, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. Nothing herein precludes the

Township from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to the provisions hereof consistent with N.J.S.A. 52:27D-311(h) and other applicable law. Consistent with N.J.A.C. 5:93-1, et seq., for inclusionary projects in which low and moderate income units are to be offered for “sale”, the appropriate set-aside percentage is 20 percent; for inclusionary projects for which the low and moderate income units are to be offered for “rent”, the appropriate set-aside percentage is 15 percent. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in judicially approved Settlement Agreements under Docket No. MER-L-1557-15 (Mount Laurel) or the Township’s judicially approved third round Housing Element and Fair Share Plan (collectively “Compliance Plan”), for which density and set-aside standards shall be governed by the specific standards set forth therein. A property shall not be permitted to be subdivided so as to avoid meeting the above affordable housing requirement.

SECTION VI

Chapter 17-254 is reserved for future use now that the previously adopted Chapter 17-254 has been repealed.

SECTION VII. SEVERABILITY.

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of this Ordinance, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Ordinance directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Ordinance shall remain in full force and effect.

SECTION VIII. INCONSISTENT ORDINANCES REPEALED.

All Ordinances or parts of Ordinances which are inconsistent with the provisions of this

Ordinance are hereby repealed, but only to the extent of such inconsistencies.

SECTION IX. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law and the filing of same with the Mercer County Planning Board pursuant to N.J.S.A. 40:55d-16.

CHAPTER VI

**DRAFT AFFORDABLE HOUSING
ORDINANCE**

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 17-

**AN ORDINANCE OF THE TOWNSHIP OF HOPEWELL,
COUNTY OF MERCER AND STATE OF NEW JERSEY,
AMENDING CHAPTER XVII OF THE CODE ENTITLED
“LAND USE AND DEVELOPMENT” 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 Township Committee of the Township of Hopewell, Mercer County, New Jersey, that the Code of the Township of Hopewell is hereby amended to include provisions addressing Hopewell’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.

The Hopewell 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. 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.

Section 1. Monitoring and Reporting Requirements

The Township of Hopewell shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

1. Beginning on February 1, 2018, and on every anniversary of that date through February 1, 2025, the Township agrees to 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 (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). 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.

2. Beginning on February 1, 2018, and on every anniversary of that date through February 1, 2025, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.
3. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, 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 and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.
4. By March 1, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low income housing obligations.

Section 2. Definitions

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

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

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent” means 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” means 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” means 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” means, 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” means 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)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means 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” means 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” means 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 arrangement" means 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” means 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” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

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

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means 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” means 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” means 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” means 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” means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means 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” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

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

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means 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” means 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” means 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” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means 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” means 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” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

“Very low-income household” means a household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

“Very low-income unit” means a restricted unit that is affordable to a very low-income household.

“Weatherization” means 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.

Section 3. Applicability

1. 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 Hopewell pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.

2. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

Section 4. Alternative Living Arrangements

1. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:

a. 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;

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

2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

3. 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.

Section 5. Phasing Schedule for Inclusionary Zoning

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

Section 6. New Construction

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

a. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit. At least 13 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of regional median income by household size). The very low income units shall be counted as part of the required number of low income units within the development.

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.

c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

2) At least 30 percent of all low- and moderate-income units shall be two bedroom units;

3) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and

4) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:

b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

- 1) An adaptable toilet and bathing facility on the first floor; and
- 2) An adaptable kitchen on the first floor; and
- 3) An interior accessible route of travel on the first floor; and
- 4) 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
- 5) 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
- 6) 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 Hopewell has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
 - a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - b) To this end, the builder of restricted units shall deposit funds within the Township of Hopewell's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
 - c) The funds deposited under paragraph 6)b) above shall be used by the Township of Hopewell for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of Hopewell for the conversion of adaptable to accessible entrances.

e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township Treasurer 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.

3. Design:

a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

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

4. Maximum Rents and Sales Prices:

a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures set forth in the Consent Order entered on December 16, 2016, by the Honorable Douglas K. Wolfson, JSC, in In the Matter of the Township of East Brunswick for a Judgment of Compliance of its Third Round Housing Element and Fair Share Plan, Docket No.: MID-L-004013-15.

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one and one-half person household;
- 3) A two-bedroom unit shall be affordable to a three-person household;
- 4) A three-bedroom unit shall be affordable to a four and one-half person household; and
- 5) A four-bedroom unit shall be affordable to a six-person household.

f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one and one-half person household; and
- 3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.

j. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. 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.

Section 7. Utilities

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

Section 8. Occupancy Standards

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.

Section 9. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Hopewell takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

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

Section 10. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

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.

Section 11. Buyer Income Eligibility

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

Section 12. Limitations on Indebtedness Secured by Ownership Unit; Subordination

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 13. Capital Improvements To Ownership Units

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since

the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

Section 14. Control Periods for Restricted Rental Units

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Hopewell takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Mercer. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

- a. Sublease or assignment of the lease of the unit;
- b. Sale or other voluntary transfer of the ownership of the unit; or

3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 15. Rent Restrictions for Rental Units; Leases

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

Section 16. Tenant Income Eligibility

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.
 - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.
 - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.
2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Section 17. Municipal Housing Liaison

1. The Township of Hopewell shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Township's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Township's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). Hopewell shall adopt an Ordinance creating the position of Municipal Housing Liaison and a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Hopewell, including the following responsibilities which may not be contracted out to the Administrative Agent:

a. Serving as Hopewell's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

b. Monitoring the status of all restricted units in Hopewell's Fair Share Plan;

c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;

d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and

e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

3. Subject to the approval of the Court, the Township of Hopewell shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Township in accordance with UHAC and this Ordinance. 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 work of the Administrative Agent(s).

Section 18. Administrative Agent

An Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. ***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.*** 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 includes:

1. Affirmative Marketing:

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

b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. Household Certification:

a. Soliciting, scheduling, conducting and following up on interviews with interested households;

b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Township of Hopewell when referring households for certification to affordable units; and

g. Notifying the following entities of the availability of affordable housing units in the Township of Hopewell: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.

3. Affordability Controls:

a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;

c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Mercer County Register of Deeds or Mercer County Clerk's office after the termination of the affordability controls for each restricted unit;

d. Communicating with lenders regarding foreclosures; and

e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Rerentals:

a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and

b. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

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

6. Enforcement:

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

7. Additional Responsibilities:

- a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.

c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

Section 19. Affirmative Marketing Requirements

1. The Township of Hopewell shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 3 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 3, comprised of Mercer, Essex, Union and Warren Counties.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and rerentals. The Administrative Agent designated by the Township of Hopewell shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within

the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

9. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 20. Enforcement of Affordable Housing Regulations

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

2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

1) 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;

2) 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 Hopewell Affordable Housing Trust Fund of the gross amount of rent illegally collected;

3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a

judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

1) 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.

2) 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.

3) 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.

4) 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.

5) 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.

6) 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.

Section 21. Appeals

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

REPEALER

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

SEVERABILITY

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.

EFFECTIVE DATE

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

ATTEST:

TOWNSHIP OF HOPEWELL

Lori E. Gompf, Township
Municipal Clerk

Kevin D. Kuchinski, Mayor

Introduced: _____

Motion by: _____

Second by: _____

Introduction Roll Call:

Ayes:

Nayes:

Absent:

Abstain:

Adopted: _____

Motion by: _____

Second by: _____

Adoption Roll Call:

Ayes:

Nayes:

Absent:

Abstain:

I hereby certify the foregoing to be a true copy of an Ordinance adopted by the Mayor and Council at a meeting held on _____, 2017.

Lori Gompf, Township Clerk

NOTICE

NOTICE IS HEREBY GIVEN, that the above Ordinance was introduced and passed on first reading at the Regular Business Meeting of the Governing Body of the Township of Hopewell held in the Municipal Building on the ____ day of _____. 2017, and the same shall come up for public hearing at the Regular Business Meeting of the Governing Body to be held on the ____ day of _____, 2017, at ____ P.M., at which times any persons interested shall be given the opportunity to be heard concerning said Ordinance. Following the public hearing, said Ordinance shall be considered for final adoption.

Lori Gompf, Township Clerk

CHAPTER VII

COAH SUBSTANTIVE CERTIFICATION INFORMATION



C: Administration Van Wyk

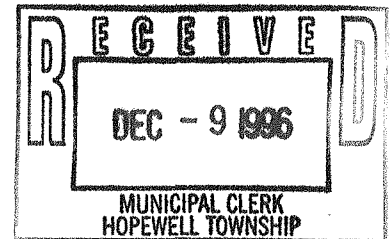
CHRISTINE TODD WHITMAN
Governor

State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
CN-813
TRENTON NJ 08625-0813
609-292-3000
FAX: 609-633-6056
TDD#: (609) 278-0175

JANE M. KENNY
Chairman
SHIRLEY M. BISHOP, P.P.
Executive Director

December 4, 1996

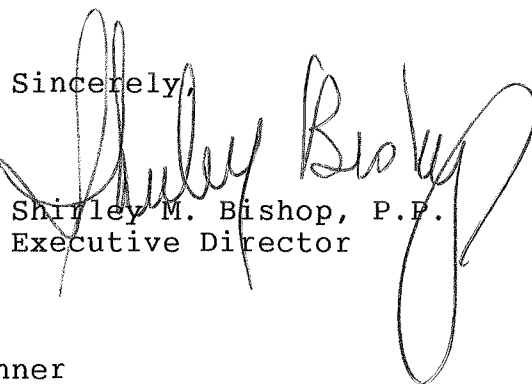
The Honorable Peter Lunetta
Township of Hopewell
201 Washington Crs Penn Road
Titusville, NJ 08560



Dear Mayor Lunetta:

Enclosed please find a resolution that was passed by the Council on Affordable Housing (COAH) at its December 4, 1996 meeting regarding your Regional Contribution Agreement (RCA) with the City of Trenton.

If you have any questions or need further information, please call Mary Beth Lonergan, COAH planner at (609)984-4584.

Sincerely,

Shirley M. Bishop, P.P.
Executive Director

cc: Service List
Mary Beth Lonergan, COAH planner

d2889w/12



Hopewell Township/Mercer County & Trenton City/Mercer County
RCA Service List 11/96

The Honorable Peter Lunetta
Hopewell Township
201 Washington Crs Penn Road
Titusville, NJ 08560

The Honorable Douglas Palmer
City of Trenton
319 E. State Street
Trenton, NJ 08608

David Kenny, Esq.
Hartsough & Kenny
3812 Quakerbridge Road
Hamilton, NJ 08619

Rhonda Coe
Dept. of Housing & Dev.
City Hall Annex
319 E. State Street
Trenton, NJ 08608-1866

Planning Board Secretary
Hopewell Township
201 Washington Crs Penn Road
Titusville, NJ 08560

Allan Mallach, Director
Dept. of Housing & Dev.
City Hall Annex
319 E. State Street
Trenton, NJ 08608-1866

Karen Torian, Director
NJ HMFA
637 South Clinton Ave., CN 18550
Trenton, NJ 08650-2085

Howard Izes
Local Government Services
CN 803
Trenton, NJ 08625-0803

d3176w/75

85-12

RESOLUTION APPROVING REGIONAL CONTRIBUTION AGREEMENT

WHEREAS, N.J.S.A. 52:27D-312 allows a municipality to transfer up to 50 percent of its fair share obligation to another municipality within its housing region by means of a contractual agreement into which the two municipalities voluntarily enter; and

WHEREAS, the Township of Hopewell, Mercer County, has a precertified need obligation of 564 units; and

WHEREAS, the Township of Hopewell, Mercer County, as a component of its housing element and fair share plan has proposed a Regional Contribution Agreement (RCA) with the City of Trenton, Mercer County for up to 178 units; and

WHEREAS, the Township of Hopewell submitted to the Council on Affordable Housing (COAH) two draft RCA contracts (attached as Exhibit A and Exhibit B) between the Township of Hopewell and the City of Trenton, pursuant to N.J.A.C. 5:91-11.1(a); and

WHEREAS, the first contract (119 units - \$2,380,000) is the result of a court order with payments to be contributed from the Hovnanian site, Brandon Farms; and

WHEREAS, the second contract (up to 59 units - up to \$1,180,000) requires funding from the township and as part of the second contract, the township will be given one year from the date of substantive certification to determine if it will amend its plan to reduce the 59-unit RCA to no fewer than five units; and

WHEREAS, the Township of Hopewell has noted that a resolution of intent to bond has been adopted by the governing body to cover any shortfall of funds for the 59-unit RCA; and

WHEREAS, N.J.S.A. 52:27D-312(c) requires the county planning board of the county in which the receiving municipality is located to review the proposal to determine whether the RCA is in accordance with sound comprehensive regional planning; and

WHEREAS, the Mercer County Planning Board, at its June 12, 1996 meeting, approved Trenton's RCA Recipient Certification application; and

WHEREAS, on April 3, 1996, COAH granted to the City of Trenton RCA Recipient Certification, which enables Trenton to utilize funds from COAH-approved RCAs for projects within four certified housing production categories during the three-year certification period; and

WHEREAS, Trenton must file with HMFA, COAH, the Mercer County Planning Board and Hopewell Township a brief summary of each chosen project which will utilize Hopewell Township RCA funds prior to the commencement of the projects; and

WHEREAS, COAH has determined that the proposed RCA is in accordance with sound

comprehensive regional planning and in accordance with the terms of the master plan and zoning ordinance of both sending and receiving municipalities, the Mercer County Master Plan, as set forth in the Mercer County Planning Board recommendation; and

WHEREAS, COAH has determined that the proposed RCA is feasible and complies with all COAH rules governing RCAs, and further, that the proposed RCA will provide a realistic opportunity for the provision of low and moderate income housing within convenient access to employment opportunities, as set forth in the COAH RCA report, which is attached hereto as Exhibit C and incorporated by reference herein.

NOW THEREFORE BE IT RESOLVED that COAH hereby approves the RCA between the Township of Hopewell and the City of Trenton for the transfer of up to 178 units from the Township of Hopewell to the City of Trenton; and

BE IT FURTHER RESOLVED that the Township of Hopewell shall make the RCA payments to the City of Trenton as follows:

Contract 1 - Hovnanian (Brandon Farms)

Payment #1 - \$473,000 no later than the 101st certificate of occupancy; and
Payment #2 - \$473,000 no later than the 201st certificate of occupancy; and
Payment #3 - \$473,000 no later than the 301st certificate of occupancy; and
Payment #4 - \$473,000 no later than the 401st certificate of occupancy; and
Payment #5 - \$488,000 no later than the 501st certificate of occupancy; and

Contract 2 - Hopewell Township

Payment #1 - \$380,000 no later than April 1, 1999; and
Payment #2 - \$400,000 no later than April 1, 2000; and
Payment #3 - \$400,000 no later than April 1, 2001; and

BE IT FURTHER RESOLVED that Hopewell Township shall file the executed copy of the two RCA contracts with COAH within seven days of the execution; and

BE IT FURTHER RESOLVED that the City of Trenton shall file with HMFA, COAH, the Mercer County Planning Board and Hopewell Township a brief summary of each chosen project which utilizes Hopewell Township RCA funds prior to the commencement of the projects; and

BE IT FURTHER RESOLVED that the City of Trenton shall file semi-annual reports with HMFA and COAH setting forth the progress in implementing the selected RCA projects within 45 days of the first anniversary date of the granting of substantive certification to Hopewell Township by COAH. These annual reports shall be filed until the final transferred unit is completed; and

BE IT FURTHER RESOLVED that if the Township of Hopewell defaults on any of the payments, its substantive certification may be rendered null and void; and

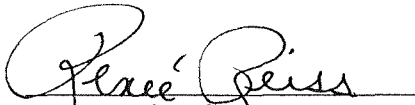
BE IT FURTHER RESOLVED that the City of Trenton shall establish a separate escrow account for all monies received from the Township of Hopewell pursuant to the RCA; and

BE IT FURTHER RESOLVED that upon execution of the RCA within 46 days after Hopewell Township is granted substantive certification, the City of Trenton shall enter into a separate agreement with COAH that permits COAH to effectively monitor disbursements of the funds received by the City of Trenton pursuant to the RCA; and

BE IT FURTHER RESOLVED that the City of Trenton shall file quarterly reports with COAH detailing the disbursements made from the RCA funds; such reports shall be in a form as determined by COAH and shall contain such information as required by COAH and shall be certified by the appropriate municipal officer; and

BE IT FURTHER RESOLVED that COAH shall file a copy of this resolution with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, pursuant to N.J.S.A. 52:27D-312 (d).

I hereby certify that the resolution
was duly adopted by the Council on
Affordable Housing at its public
meeting on 12/4/96.


Renée Reiss, Secretary
Council on Affordable Housing

6

**EXECUTIVE SUMMARY
REGIONAL CONTRIBUTION AGREEMENT
HOPEWELL TOWNSHIP/ TRENTON CITY**

December 4, 1996

Prepared by Mary Beth Lonergan, Principal Planner

Hopewell Township, Mercer County, proposes to transfer up to 178 units of its fair share obligation to Trenton City, Mercer County, through a Regional Contribution Agreement (RCA). Along with a completed 20-unit RCA with the City of Trenton, Hopewell Township will transfer less than 50 percent of its cumulative 12-year obligation. The current RCA consists of two contracts, the first contract (119 units - \$2,380,000) is the result of a court order with payments to be contributed from the Hovnanian site, Brandon Farms, while the second contract (up to 59 units - up to \$1,180,000) requires funding from the township. As part of the second contract, the township will be given one year from the date of substantive certification to determine if it will amend its plan to reduce the 59-unit RCA to no fewer than five units.

On April 3, 1996, COAH granted the City of Trenton RCA Recipient Certification, an alternative to a project-by-project approval of a municipality's project plan. COAH's RCA Recipient Certification approval relied on the recommendation of approval from the New Jersey Housing and Mortgage Finance Agency (HMFA) and the Mercer County Planning Board. By receiving RCA Recipient Certification, Trenton may utilize funds from COAH-approved RCAs for projects within four housing production categories during the three-year certification period.

COAH staff has reviewed the draft contracts and has determined that the RCA provides a realistic opportunity for low and moderate income housing with convenient access to employment opportunities and is consistent with sound, comprehensive regional planning. The RCA is recommended for approval.

**COAH REVIEW
REGIONAL CONTRIBUTION AGREEMENT
HOPEWELL TOWNSHIP/ TRENTON CITY**

December 4, 1996

Prepared by Mary Beth Lonergan, Principal Planner

Background

Hopewell Township, Mercer County, has a precertified need obligation of 564 units. Hopewell Township proposes to transfer up to 178 units of its obligation to Trenton City, Mercer County, through a Regional Contribution Agreement (RCA). Along with a completed 20-unit RCA with the City of Trenton, Hopewell Township will transfer less than 50 percent of its cumulative 12-year obligation as per N.J.A.C. 5:93-6.1. The current RCA with Trenton consists of two contracts, the first contract (119 units - \$2,380,000) is the result of a court order with payments to be contributed from the Hovnanian site, Brandon Farms, while the second contract (up to 59 units - up to \$1,180,000) requires funding from the township. As part of the second contract, the township will be given one year from the date of substantive certification to determine if it will amend its plan to reduce the 59-unit RCA to no fewer than five units.

On April 3, 1996, the Council on Affordable Housing (COAH) granted the City of Trenton RCA Recipient Certification, an alternative to a project-by-project approval of a municipality's project plan. COAH's RCA Recipient Certification approval relied on the recommendation of approval of the New Jersey Housing and Mortgage Finance Agency (HMFA) and the Mercer County Planning Board. By receiving RCA Recipient Certification, Trenton may utilize funds from COAH-approved RCAs for projects within four housing production categories without further COAH or HMFA project plan approvals during the three-year certification period. The following is a review of the approvals, reports and a recommendation by COAH staff.

HMFA REVIEW

On April 3, 1996, COAH approved Trenton's RCA Recipient Certification for all four categories established by HMFA: limited or moderate rehabilitation of one- to four-family buildings; substantial rehabilitation or new construction of one- to four-family buildings, including infill housing; substantial rehabilitation, new construction or adaptive reuse of non-residential buildings into multifamily buildings containing more than four units; and substantial rehabilitation or new construction of special needs housing, including transitional housing for the homeless.

Therefore, Trenton may utilize funds from COAH-approved RCAs for projects within all four housing production categories during the three-year certification period. Although a specific RCA project plan for the Hopewell Township/ Trenton RCA does not need to be submitted, the City of Trenton must supply HMFA, COAH, the Mercer County Planning Board and Hopewell Township with a summary of each chosen project which will utilize the Hopewell Township RCA funds prior to the commencement of the projects.

COAH Rule Compliance

Low/ Moderate Income Split - At least half of the 178 RCA units are to be reserved for low income households.

RCA Payment Schedules - The receiving municipality will be required to set up an appropriate mechanism to draw down administrative funds as well as sign an escrow agreement with COAH regarding the drawdown of funds.

Affordability Controls - Trenton will utilize COAH's rules regarding affordability controls.

Excess RCA Funds - Excess funds will remain with the receiving municipality to produce additional eligible low and moderate income housing units. COAH approval as per N.J.A.C. 5:93-6.2(e) is necessary

Recommendation and Conditions

As noted in HMFA's recommendation to COAH to approve RCA Recipient Certification for the City of Trenton, dated March 28, 1996, the following conditions are noted:

1. Because inflation may increase the cost of construction over the term of the RCA and affect the feasibility of project plans, the receiving and sending municipalities shall negotiate a mechanism acceptable to the HMFA staff for meeting such cost increases.

Trenton will utilize the interest on the RCA principal to offset inflation. This condition has been addressed in the RCA contract.

2. Annual submission to HMFA and COAH of documentation acceptable to HMFA staff evidencing that there exists a sufficient number of eligible applicants, projects, and/or units to demonstrate continued project feasibility.

Condition #2 has been addressed in the revised RCA contract.

3. At the end of the third year, HMFA and COAH will evaluate the receiving municipality's RCA program in terms of the timely submission of reports and conformity to HMFA and COAH guidelines and directives.

COAH REVIEW

According to N.J.S.A. 52:27D-312, COAH may approve an RCA if the following conditions, among others, are met:

1. The agreement provides a realistic opportunity for low and moderate income housing within convenient access to employment opportunities.

2. The agreement is consistent with sound comprehensive regional planning.

3. The project plan is a feasible and viable means of achieving the agreement as determined by HFMA.

COAH approved the City of Trenton for RCA Recipient Certification thereby acknowledging that Trenton has a proven track record in providing realistic opportunities for affordable housing. The Mercer County Planning Board also indicated that previous Trenton housing projects have been in accordance with sound comprehensive regional planning. Prior to the commencement of the project which will utilize Hopewell Township RCA funds, Trenton is required to provide COAH, HMFA, the Mercer County Planning Board and Hopewell Township with a summary of the project.

Based upon the COAH RCA Recipient Certification and the COAH review of the draft contracts, it is concluded that the RCA is in accordance with sound comprehensive regional planning and is a feasible and viable means of achieving the provision of low and moderate income housing in the region.

RECOMMENDATION

The RCA between Hopewell Township and the City of Trenton does provide a realistic opportunity for low and moderate income housing within access to employment opportunities and is consistent with comprehensive regional planning. The RCA is recommended for approval.

REGIONAL CONTRIBUTION AGREEMENT

(HOVNANIAN)

THIS AGREEMENT, entered into this ____ day of _____, 1996 by and between the TOWNSHIP OF HOPEWELL, a municipal corporation of the State of New Jersey, 201 Washington Crossing-Pennington Road, Titusville, New Jersey, 08560-1410, and the CITY OF TRENTON, a municipal corporation of the State of New Jersey, 319 East State Street, Trenton, New Jersey, 08608.

WITNESSETH:

WHEREAS, the TOWNSHIP OF HOPEWELL and the CITY OF TRENTON, prior to any pronouncement by the New Jersey Supreme Court in *Southern Burlington N.A.A.C.P. vs. Mt. Laurel Township*, 67 N.J. (1975), recognized and supported the need of municipalities to provide for a fair share of affordable housing for moderate and low income households within said Township and within the region wherein said Township is located; and

WHEREAS, the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq., has authorized the New Jersey Council on Affordable Housing (COAH) to promulgate and adopt substantive rules to assist municipalities in addressing their constitutional obligations to provide a fair share of affordable housing for moderate and low income households within given housing regions as designated by COAH; and

WHEREAS, the TOWNSHIP OF HOPEWELL and the CITY OF TRENTON have been designated as municipalities in the East Central/Group 4 Region; and

WHEREAS, pursuant to *N.J.A.C. 5:93-6.1 et seq.*, COAH permits municipalities within a region to transfer up to 50% of their housing obligation through a voluntary inter-municipal agreement; and

WHEREAS, the TOWNSHIP OF HOPEWELL and the CITY OF TRENTON have entered into a previous agreement under which the TOWNSHIP OF HOPEWELL paid \$550,000.00 to the CITY OF TRENTON to transfer 20 units as a result of a court ordered judgment of repose; and

WHEREAS, the TOWNSHIP OF HOPEWELL had voluntarily sought court approval of its affordable housing plan, prior to the creation of the Council on Affordable Housing and prior to any litigation being initiated against the TOWNSHIP OF HOPEWELL; and

WHEREAS, that plan was approved by the Superior Court of New Jersey, and the approval included the schedule for the transfer of 119 units of low and moderate income housing as set forth below.

NOW, THEREFORE, in consideration for the exchange of mutual promises and the further consideration recited hereinbelow, the TOWNSHIP OF HOPEWELL (hereinafter referred to as "SENDING MUNICIPALITY") and the CITY OF TRENTON (hereinafter referred to as "RECEIVING MUNICIPALITY") AGREE, as follows:

1. Transfer of Housing Obligation: The SENDING MUNICIPALITY hereby agrees to transfer to the RECEIVING MUNICIPALITY up to 119 units of its low and moderate income housing obligation as defined by the New Jersey Fair Housing Act, *N.J.S.A. 52:27D-301* (hereinafter referred to as "Act") the "Substantive Rules of the New Jersey Council

on Affordable Housing" (N.J.A.C. 5:93-1.1, et seq.), and a court-ordered judgment of repose. The SENDING MUNICIPALITY shall pay to the RECEIVING MUNICIPALITY \$20,000 per unit of housing according to the payment schedule set forth in paragraph 2.A below. The RECEIVING MUNICIPALITY will accept 119 units of Hopewell Township's low and moderate income housing obligation and payment in accordance with the schedule set forth herein.

2. Payment Schedule: A. As indicated above, the SENDING MUNICIPALITY agrees to make contributions to the RECEIVING MUNICIPALITY at the rate of \$20,000.00 per unit for up to 119 units with total maximum contribution of \$2,380,000.00. The SENDING MUNICIPALITY shall make said contributions in accordance with the following schedule:

<u>Payment Number</u>	<u>No later than</u>	<u>Amount</u>
1	101st Certificate of Occupancy	\$ 473,000.00
2	201st Certificate of Occupancy	\$ 473,000.00
3	301st Certificate of Occupancy	\$ 473,000.00
4	401st Certificate of Occupancy	\$ 473,000.00
5	501st Certificate of Occupancy	<u>\$ 488,000.00</u>
		\$2,380,000.00

The above schedule is incorporated into the approval granted by Hopewell Township to K. Hovnanian and prior court approval.

B. All units shall be deemed transferred and credited to the SENDING MUNICIPALITY's fair share obligation as of the actual date of payment.

3. The SENDING MUNICIPALITY acknowledges that a component of the per-unit contribution as provided for in this agreement may be applied by the RECEIVING MUNICIPALITY to defray cost of administration, infrastructure, and other expenses incurred by the RECEIVING MUNICIPALITY in connection with this agreement. The RECEIVING MUNICIPALITY acknowledges by COAH and in no event shall they exceed 20% of the funds provided for hereinabove for administrative costs.

4. Receiving Municipality Responsibilities: The RECEIVING MUNICIPALITY agrees to take all necessary steps and to act in a diligent manner to perform in good faith all appropriate activities of a RECEIVING MUNICIPALITY pursuant to the provisions of the Act and in accordance with COAH guidelines, including, but not limited to, the following:

A. The RECEIVING MUNICIPALITY has received RCA Recipient Certification from COAH and may undertake housing activity in four categories: (see attachment).

B. It will comply with all the terms and conditions of its RCA Recipient Certification. Trenton hereby agrees that it will either construct or perform gut rehabilitation on vacant buildings for 35 rental units with a portion of the funds received from Hopewell Township.

C. It will apply to the appropriate local, State or Federal agencies for all requisite governmental approvals.

D. It shall apply for all financing necessary for its share of costs for providing housing as contemplated hereunder, provided that the SENDING MUNICIPALITY shall be

responsible for any and all financing, if any, necessary to meet its contribution as set forth hereinabove. It will market said units which will be constructed as a result of this agreement in accordance with the applicable provisions of the Act and COAH regulations so as to result in occupancy by persons in the targeted low and moderate income groups with at least 50% of the units being made available to low income households as defined by said Act and COAH regulations. It shall provide to the SENDING MUNICIPALITY a report detailing the type of project that will be funded in whole or in part with the funds provided for hereinabove.

E. It agrees to place all encumbered funds received from the SENDING MUNICIPALITY in an interest-bearing account and establish therein a separate lien item account to effectively monitor the payment from the SENDING MUNICIPALITY, including interest. All interest earned shall be utilized in conformance with and to accomplish the purpose of this agreement.

F. The RECEIVING MUNICIPALITY will enter into a separate agreement with COAH that permits COAH to effectively monitor disbursements of the funds received pursuant to the RCA.

5. Term of Agreement: This agreement shall have a term of six years. The term shall commence on the transfer of the first transfer of funds. The RECEIVING MUNICIPALITY shall take all steps necessary to satisfy its obligations under this agreement within six years of the date of the first transfer of funds.

6. Reports: The following reports will be the responsibility of the RECEIVING MUNICIPALITY:

A. The RECEIVING MUNICIPALITY will file semi-annual reports to the New Jersey Housing and Mortgage Finance Agency (NJHMFA) and COAH delineating its progress in implementing this agreement, pursuant to the requirements of *N.J.A.C. 5:92-11.2(e)*. Copies of said reports shall be furnished as provided for hereinabove to the SENDING MUNICIPALITY.

B. The RECEIVING MUNICIPALITY will provide quarterly reports to COAH as it draws down funds, which shall be furnished in accordance with Section 2 of this agreement.

7. Credit to the Housing Element: The RECEIVING MUNICIPALITY agrees that it shall not claim credit towards its own Housing Element for any low or moderate income units, as defined by the Act, provided pursuant to this agreement, but that all such credits shall inure to the benefit of the SENDING MUNICIPALITY. All housing provided pursuant to this agreement will be permanently identified in the appropriate records of the RECEIVING MUNICIPALITY as having been constructed to meet the fair share obligation of the SENDING MUNICIPALITY.

8. Utilization of Surplus Funds: The SENDING and RECEIVING MUNICIPALITIES agree that all funds transferred hereunder shall be used to provide for the construction and/or rehabilitation of the units of affordable housing contemplated by this agreement and that, to the extent such funds do not need to be expended to implement the approved project plan for the construction and/or rehabilitation of a maximum of 119 units of housing, they will be applied to administrative costs incurred within the COAH guidelines and/or utilized by the RECEIVING MUNICIPALITY to provide additional low and moderate income

housing units, or for capital expenditures ancillary to or benefiting low and moderate income households. Transferred funds in excess of the amount necessary to implement this Agreement will be retained and utilized by the RECEIVING MUNICIPALITY for the continued production of low and moderate income housing, the rehabilitation therefor and/or construction of supporting infrastructure improvements consistent with the regulations of COAH. If excess funds are utilized by the RECEIVING MUNICIPALITY, they may only be used to produce additional low and/or moderate income units or for a capital expenditure ancillary to or benefiting low and moderate income households. All interest generated must remain in the Housing Trust Fund until expended on an eligible housing activity. The specific use of excess funds is subject to COAH's approval and will require the following:

- A. A brief description of the project including the number of units;
- B. Total development costs and breakdown of the financing;
- C. Amount of funds to be expended;
- D. Estimated start date;
- E. Projected date of completion; and
- F. Balance of funds in RCA account.

Excess funds may also be utilized in accordance with the terms and conditions of the RECEIVING MUNICIPALITY's RCA Recipient Certification as referred to in Paragraph 4A hereinabove.

Finally, if excess funds are to be utilized, the RECEIVING MUNICIPALITY shall, at the same time it advises COAH as provided for herein as to how the funds are to be utilized, likewise advise the SENDING MUNICIPALITY as to the proposed use of funds.

9. Litigation or Administrative Determination Contingency: In the event of a final adjudication by a Court of competent jurisdiction or a State administrative agency that:

A. This agreement or the transfer of any units hereunder does not satisfy the obligation of the SENDING MUNICIPALITY under the Act with respect to the portion of its housing obligation addressed hereunder; or

B. The approval of this agreement was not lawfully granted; or

C. Additionally, in the event litigation is instituted seeking any adjudication as described in this section, the SENDING and RECEIVING MUNICIPALITIES will:

i. Cooperate in the defense of such litigation; and

ii. Seek to enter such litigation as a party at the request of the other;

and

D. The SENDING MUNICIPALITY may seek approval from COAH and/or a Court of competent jurisdiction for a deferral or stay of the requirement that it transfer funds under this agreement or of expenditure of funds already transferred to the RECEIVING MUNICIPALITY, pending the outcome of such litigation; provided, however, that the SENDING MUNICIPALITY shall agree to provide any additional funds reasonably required at the end of such deferral or stay to fund the project(s) to be constructed hereunder. If such approvals for stay or deferral of payments are obtained, the SENDING MUNICIPALITY and the RECEIVING MUNICIPALITY agree to enter into an amendment to this agreement or other agreements as appropriate to such approvals and based thereon.

10. Senior Citizen Housing: As a component of the SENDING MUNICIPALITY's Affordable Housing Program, during the term of this agreement, the

SENDING MUNICIPALITY may have developed within its community senior citizen housing which may count towards its fair share obligation. Therefore, the RECEIVING MUNICIPALITY agrees that none of the above-referenced maximum of 119 units of housing to be funded by this agreement shall be utilized by the RECEIVING MUNICIPALITY for housing specifically designated for senior citizens. This prohibition, however, shall not apply to individual senior citizen households who are income eligible qualifying to either purchase or rent one of the housing units funded by this agreement.

11. Unit Contribution: The RECEIVING MUNICIPALITY may spend less than the \$20,000.00 per unit provided for hereinabove in implementing this agreement, provided, however, that the remaining funds are used for an activity approved by COAH for addressing the low and moderate income obligation of the SENDING MUNICIPALITY. For scattered site rehabilitation of occupied units, the RECEIVING MUNICIPALITY will expend a minimum average of \$16,000.00 per unit for hard costs. Eligible activities shall include, but are not necessarily limited to, those activities outlined in *N.J.A.C. 5:93-5*. As provided for hereinabove, the RECEIVING MUNICIPALITY shall provide in writing a plan to COAH, and HMFA and the SENDING MUNICIPALITY to utilize said funds which may be spent in accordance with this section.

12. Effective Date: This agreement shall become effective upon execution by the SENDING and RECEIVING MUNICIPALITIES, and upon approval of this agreement by COAH.

13. Modification: The SENDING and RECEIVING MUNICIPALITIES agree that this agreement shall not be modified without the prior approval of COAH and to the extent

required, the prior approval of the New Jersey Housing and Mortgage Finance Agency. All modifications shall be in writing.

14. Inconsistencies: This agreement constitutes the entire agreement between the parties and may only be modified by a duly authorized and approved written supplemental agreement. In the event of any inconsistencies between this agreement and any other document such as, but not limited to, any memorandum of understanding entered into between the parties, this agreement shall control.

15. Interpretation: This agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, as well as the intent of the parties hereto, which intent is that the SENDING MUNICIPALITY shall pay for the funds specified herein to the RECEIVING MUNICIPALITY as a contribution for the construction of low and moderate income housing units with the RECEIVING MUNICIPALITY, and the SENDING MUNICIPALITY shall receive in consideration therefor credit for each of the units that will be constructed by the RECEIVING MUNICIPALITY on account of the SENDING MUNICIPALITY's current or future fair share obligation as determined by COAH.

16. Further Assurances: The SENDING and RECEIVING MUNICIPALITIES agree to provide any further documents and take any further action which may reasonably be required by the other in order to fully effectuate and implement the terms and conditions of this agreement.

17. Execution: This contract shall be executed within 46 days of Hopewell Township's receiving substantive certification from COAH.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures of their
duly authorized officials, the day and year first written above.

ATTESTED:

**TOWNSHIP OF HOPEWELL
(SENDING MUNICIPALITY)**

Annette Bielawski, Clerk

By: _____
Peter J. Lunetta, Mayor

Dated:

**CITY OF TRENTON
(RECEIVING MUNICIPALITY)**

, Clerk

By: _____
, Mayor

Dated:

RCAForm

REGIONAL CONTRIBUTION AGREEMENT

(HOPEWELL)

THIS AGREEMENT, entered into this ____ day of _____, 1996 by and between the TOWNSHIP OF HOPEWELL, a municipal corporation of the State of New Jersey, 201 Washington Crossing-Pennington Road, Titusville New Jersey, 08560-1410, and the CITY OF TRENTON, a municipal corporation of the State of New Jersey, 319 East State Street, Trenton, New Jersey, 08608.

WITNESSETH:

WHEREAS, the TOWNSHIP OF HOPEWELL and the CITY OF TRENTON, prior to any pronouncement by the New Jersey Supreme Court in *Southern Burlington N.A.A.C.P. vs. Mt. Laurel Township*, 67 N.J. (1975), recognized and supported the need of municipalities to provide for a fair share of affordable housing for moderate and low income households within said Township and within the region wherein said Township is located; and

WHEREAS, the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq., has authorized the New Jersey Council on Affordable Housing (COAH) to promulgate and adopt substantive rules to assist municipalities in addressing their constitutional obligations to provide a fair share of affordable housing for moderate and low income households within given housing regions as designated by COAH; and

WHEREAS, the TOWNSHIP OF HOPEWELL and the CITY OF TRENTON have been designated as municipalities in the East Central/Group 4 Region; and

WHEREAS, pursuant to *N.J.A.C. 5:93-6.1 et seq.*, COAH permits municipalities within a region to transfer up to 50% of their housing obligation through a voluntary inter-municipal agreement; and

WHEREAS, the TOWNSHIP OF HOPEWELL and the CITY OF TRENTON have entered into a previous agreement under which the TOWNSHIP OF HOPEWELL paid \$550,000.00 to the CITY OF TRENTON to transfer 20 units as the result of a court-ordered judgment of repose.

WHEREAS, the TOWNSHIP OF HOPEWELL and the CITY OF TRENTON are contemporaneously entering into another agreement under which HOPEWELL TOWNSHIP will pay \$2,380,000.00 to the CITY OF TRENTON to transfer 119 units upon the terms set forth in the court settlement agreement and upon receipt of funds by HOPEWELL TOWNSHIP from K. Hovnanian, Inc.

NOW, THEREFORE, in consideration for the exchange of mutual promises and the further consideration recited hereinbelow, the TOWNSHIP OF HOPEWELL (hereinafter referred to as "SENDING MUNICIPALITY") and the CITY OF TRENTON (hereinafter referred to as "RECEIVING MUNICIPALITY") AGREE, as follows:

1. Transfer of Housing Obligation: Hopewell Township hereby agrees, at its option, to transfer to the City of Trenton up to 59 units of its low and moderate income housing obligation as defined by the New Jersey Fair Housing Act, *N.J.S.A. 52:27D-301* (hereinafter referred to as "Act") and the "Substantive Rules of the New Jersey Council on Affordable Housing" (*N.J.A.C. 5:93-1.1, et seq.*). It is understood by the parties that Hopewell Township may seek approval from the Council on Affordable Housing to amend its Substantive

Post-It® Fax Note	7671	Date	11/27	# of pages	2
To	Ms Lonergan	From	Dave Kenny		
Co./Dept.		Co.			
Phone #		Phone #	588-9800		
Fax #	633-6056	Fax #			

will be changed Certification through a zoning amendment, thus diminishing the number of units to be transferred to as few as 5 units. It shall pay to the RECEIVING MUNICIPALITY \$20,000 per unit of housing according to the payment schedule set forth in Paragraph 2A below. The RECEIVING MUNICIPALITY will accept up to 59 units of HOPEWELL TOWNSHIP's low and moderate income housing obligation and payment in accordance with the schedule set forth herein. Hopewell Township will notify the City of Trenton no later than ^{one}~~two~~ years from the granting of substantive certification that it intends to amend its plan and reduce the number of RCA units to be transferred. Any amendment must be filed with COAH no later than one year from the granting of substantive certification. The City of Trenton shall also be notified of the amendment.

2. Payment Schedule: A. In the event HOPEWELL TOWNSHIP exercises its option to transfer a maximum of 59 units to the CITY OF TRENTON, the following payment schedule would apply:

<u>Payment Number</u>	<u>No later than</u>	<u>Amount</u>
1	April 1, 1999	\$ 380,000.00
2	April 1, 2000	\$ 400,000.00
3	April 1, 2001	<u>\$ 400,000.00</u>
		\$1,180,000.00

In the event fewer units are transferred, in the discretion of the TOWNSHIP OF HOPEWELL, then payments shall be made in equal installments on each of the dates set forth above or in one payment on the first payment date.

B. All units shall be deemed transferred and credited to the SENDING MUNICIPALITY's fair share obligation as of the actual date of payment.

3. The SENDING MUNICIPALITY acknowledges that a component of the per-unit contribution as provided for in this agreement may be applied by the RECEIVING MUNICIPALITY to defray cost of administration, infrastructure, and other expenses incurred by the RECEIVING MUNICIPALITY in connection with this agreement. The RECEIVING MUNICIPALITY acknowledges by COAH and in no event shall they exceed 20% of the funds provided for hereinabove for administrative costs.

4. Receiving Municipality Responsibilities: The RECEIVING MUNICIPALITY agrees to take all necessary steps and to act in a diligent manner to perform in good faith all appropriate activities of a RECEIVING MUNICIPALITY pursuant to the provisions of the Act and in accordance with COAH guidelines, including, but not limited to, the following:

A. The RECEIVING MUNICIPALITY has received RCA Recipient Certification from COAH and may undertake housing activity in four categories: (see attachment).

B. It will comply with all the terms and conditions of its Certification.

C. It will apply to the appropriate local, State or Federal agencies for all requisite governmental approvals.

D. It shall apply for all financing necessary for its share of costs for providing housing as contemplated hereunder, provided that the SENDING MUNICIPALITY shall be responsible for any and all financing, if any, necessary to meet its contribution as set forth

hereinabove. It will market said units which will be constructed as a result of this agreement in accordance with the applicable provisions of the Act and COAH regulations so as to result in occupancy by persons in the targeted low and moderate income groups with at least 50% of the units being made available to low income households as defined by said Act and COAH regulations. It shall provide to the SENDING MUNICIPALITY a report detailing the type of project that will be funded in whole or in part with the funds provided for hereinabove.

E. It agrees to place all encumbered funds received from the SENDING MUNICIPALITY in an interest-bearing account and establish therein a separate lien item account to effectively monitor the payment from the SENDING MUNICIPALITY, including interest. All interest earned shall be utilized in conformance with and to accomplish the purpose of this agreement.

F. The RECEIVING MUNICIPALITY will enter into a separate agreement with COAH that permits COAH to effectively monitor disbursements of the funds received pursuant to the RCA.

5. Term of Agreement: This agreement shall have a term of six years. The term shall commence on the transfer of the first transfer of funds. The RECEIVING MUNICIPALITY shall take all steps necessary to satisfy its obligations under this agreement within six years of the date of the first transfer of funds.

6. Reports: The following reports will be the responsibility of the RECEIVING MUNICIPALITY:

A. The RECEIVING MUNICIPALITY will file semi-annual reports to the New Jersey Housing and Mortgage Finance Agency (NJHMFA) and COAH delineating its

progress in implementing this agreement, pursuant to the requirements of *N.J.A.C. 5:92-11.2(e)*. Copies of said reports shall be furnished as provided for hereinabove to the SENDING MUNICIPALITY.

B. The RECEIVING MUNICIPALITY will provide quarterly reports to COAH as it draws down funds, which shall be furnished in accordance with Section 2 of this agreement.

7. Credit to the Housing Element: The RECEIVING MUNICIPALITY agrees that it shall not claim credit towards its own Housing Element for any low or moderate income units, as defined by the Act, provided pursuant to this agreement, but that all such credits shall inure to the benefit of the SENDING MUNICIPALITY. All housing provided pursuant to this agreement will be permanently identified in the appropriate records of the RECEIVING MUNICIPALITY as having been constructed to meet the fair share obligation of the SENDING MUNICIPALITY.

8. Utilization of Surplus Funds: The SENDING and RECEIVING MUNICIPALITIES agree that all funds transferred hereunder shall be used to provide for the construction and/or rehabilitation of the units of affordable housing contemplated by this agreement and that, to the extent such funds do not need to be expended to implement the approved project plan for the construction and/or rehabilitation of a maximum of 59 units of housing, they will be applied to administrative costs incurred within the COAH guidelines and/or utilized by the RECEIVING MUNICIPALITY to provide additional low and moderate income housing units, or for capital expenditures ancillary to or benefiting low and moderate income households. Transferred funds in excess of the amount necessary to implement this Agreement

will be retained and utilized by the RECEIVING MUNICIPALITY for the continued production of low and moderate income housing, the rehabilitation therefor and/or construction of supporting infrastructure improvements consistent with the regulations of COAH. If excess funds are utilized by the RECEIVING MUNICIPALITY, they may only be used to produce additional low and/or moderate income units or for a capital expenditure ancillary to or benefiting low and moderate income households. All interest generated must remain in the Housing Trust Fund until expended on an eligible housing activity. The specific use of excess funds is subject to COAH's approval and will require the following:

- A. A brief description of the project including the number of units;
- B. Total development costs and breakdown of the financing;
- C. Amount of funds to be expended;
- D. Estimated start date;
- E. Projected date of completion; and
- F. Balance of funds in RCA account.

Excess funds may also be utilized in accordance with the terms and conditions of the RECEIVING MUNICIPALITY's Recipient Certification as referred to in Paragraph 4A hereinabove.

Finally, if excess funds are to be utilized, the RECEIVING MUNICIPALITY shall, at the same time it advises COAH as provided for herein as to how the funds are to be utilized, likewise advise the SENDING MUNICIPALITY as to the proposed use of funds.

9. Litigation or Administrative Determination Contingency: In the event of a final adjudication by a Court of competent jurisdiction or a State administrative agency that:

A. This agreement or the transfer of any units hereunder does not satisfy the obligation of the SENDING MUNICIPALITY under the Act with respect to the portion of its housing obligation addressed hereunder; or

B. The approval of this agreement was not lawfully granted; or

C. Additionally, in the event litigation is instituted seeking any adjudication as described in this section, the SENDING and RECEIVING MUNICIPALITIES will:

i. Cooperate in the defense of such litigation; and

ii. Seek to enter such litigation as a party at the request of the other;

and

D. The SENDING MUNICIPALITY may seek approval from COAH and/or a Court of competent jurisdiction for a deferral or stay of the requirement that it transfer funds under this agreement or of expenditure of funds already transferred to the RECEIVING MUNICIPALITY, pending the outcome of such litigation; provided, however, that the SENDING MUNICIPALITY shall agree to provide any additional funds reasonably required at the end of such deferral or stay to fund the project(s) to be constructed hereunder. If such approvals for stay or deferral of payments are obtained, the SENDING MUNICIPALITY and the RECEIVING MUNICIPALITY agree to enter into an amendment to this agreement or other agreements as appropriate to such approvals and based thereon.

10. Senior Citizen Housing: As a component of the SENDING MUNICIPALITY's Affordable Housing Program, during the term of this agreement, the SENDING MUNICIPALITY may have developed within its community senior citizen housing which may count towards its fair share obligation. Therefore, the RECEIVING

MUNICIPALITY agrees that none of the above-referenced maximum of 119 units of housing to be funded by this agreement shall be utilized by the RECEIVING MUNICIPALITY for housing specifically designated for senior citizens. This prohibition, however, shall not apply to individual senior citizen households who are income eligible qualifying to either purchase or rent one of the housing units funded by this agreement.

11. Unit Contribution: The RECEIVING MUNICIPALITY may spend less than the \$20,000.00 per unit provided for hereinabove in implementing this agreement, provided, however, that the remaining funds are used for an activity approved by COAH for addressing the low and moderate income obligation of the SENDING MUNICIPALITY. For scattered site rehabilitation of occupied units, the RECEIVING MUNICIPALITY will expend a minimum average of \$16,000.00 per unit for hard costs. Eligible activities shall include, but are not necessarily limited to, those activities outlined in *N.J.A.C. 5:93-5*. As provided for hereinabove, the RECEIVING MUNICIPALITY shall provide in writing a plan to COAH, HMFA and the SENDING MUNICIPALITY to utilize said funds which may be spent in accordance with this section.

12. Effective Date: This agreement shall become effective upon execution by the SENDING and RECEIVING MUNICIPALITIES, and upon approval of this agreement by COAH.

13. Modification: The SENDING and RECEIVING MUNICIPALITIES agree that this agreement shall not be modified without the prior approval of COAH and to the extent required, the prior approval of the New Jersey Housing and Mortgage Finance Agency. All modifications shall be in writing.

14. Inconsistencies: This agreement constitutes the entire agreement between the parties and may only be modified by a duly authorized and approved written supplemental agreement. In the event of any inconsistencies between this agreement and any other document such as, but not limited to, any memorandum of understanding entered into between the parties, this agreement shall control.

15. Interpretation: This agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, as well as the intent of the parties hereto, which intent is that the SENDING MUNICIPALITY shall pay for the funds specified herein to the RECEIVING MUNICIPALITY as a contribution for the construction of low and moderate income housing units with the RECEIVING MUNICIPALITY, and the SENDING MUNICIPALITY shall receive in consideration therefor credit for each of the units that will be constructed by the RECEIVING MUNICIPALITY on account of the SENDING MUNICIPALITY's current or future fair share obligation as determined by COAH.

16. Further Assurances: The SENDING and RECEIVING MUNICIPALITIES agree to provide any further documents and take any further action which may reasonably be required by the other in order to fully effectuate and implement the terms and conditions of this agreement.

17. Execution: This contract shall be executed within 46 days of Hopewell Township's receiving substantive certification from COAH.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures of their
duly authorized officials, the day and year first written above.

ATTESTED:

**TOWNSHIP OF HOPEWELL
(SENDING MUNICIPALITY)**

Annette Bielawski, Clerk

By: _____
Peter J. Lunetta, Mayor

Dated:

**CITY OF TRENTON
(RECEIVING MUNICIPALITY)**

, Clerk

By: _____
, Mayor

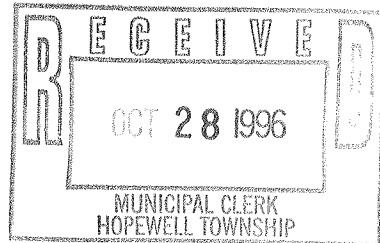
Dated:

RCA



CHRISTINE TODD WHITMAN
Governor

State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
CN-813
TRENTON NJ 08625-0813
609-292-3000
FAX: 609-633-6056
TDD#: (609) 278-0175



JANE M. KENNY
Chairman
SHIRLEY M. BISHOP, P.P.
Executive Director

October 23, 1996

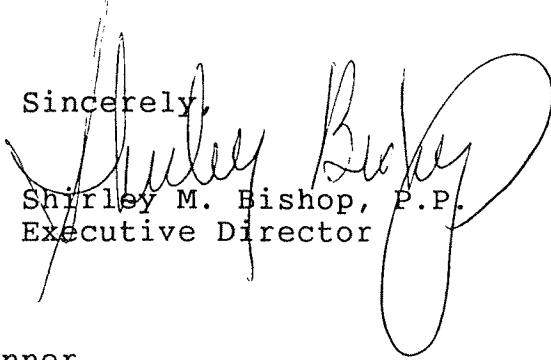
The Honorable Peter Lunetta
Township of Hopewell
201 Washington Crs Penn Road
Titusville, NJ 08560

Dear Mayor Lunetta:

Enclosed please find a copy of the resolution by the Council on Affordable Housing (COAH) at the October 23, 1996 meeting that granted your municipality conditional substantive certification. Please note that all conditions must be addressed no later than December 23, 1996.

If you have any questions or need further information, please call Mary Beth Lonergan, COAH planner, at (609)984-4584.

Sincerely,


Shirley M. Bishop, P.P.
Executive Director

cc: Service List
Mary Beth Lonergan, COAH planner

d2889w/11



Hopewell Township/Mercer County 9/96

Honorable Peter Lunetta
Hopewell Township
201 Washington Crs Penn Road
Titusville, NJ 08560

Joseph Clayton, Deputy Mayor
Hopewell Township
201 Washington Crs Penn Road
Titusville, NJ 08560

Annette C. Bielawski
Municipal Clerk
Hopewell Township
201 Washington Crs Penn Road
Titusville, NJ 08560

Robert M. Pellegrino
Administrator
Hopewell Township
201 Washington Crs Penn Road
Titusville, NJ 08560

David Kenny, Esq.
Municipal Attorney
Hartsough & Kenny
3812 Quakerbridge Road
Hamilton, NJ 08619

William Kampf
Planning Board Chairman
Hopewell Township
201 Washington Crs Penn Road
Titusville, NJ 08560

Robert Casey, Esq.
Planning Board Attorney
Hopewell Township
201 Washington Crs Penn Road
Titusville, NJ 08560

William Queale, Jr.
Queale & Lynch
39 Sutphin Pines
Yardley, Pa 19067

Hopewell Township/Mercer County 9/96 Property Owners 1987-99 Plan

K. Hovnanian Companies of Central
New Jersey
Att: Mitchell Newman, Esq.
PO BOX 6025
117 North Center Drive
North Brunswick, NJ 08902

Robert Ridolphi, Esq.
for Trafalgar House
3131 Princeton Pike, Bldg A
Lawrenceville, NJ 08648

Pennington Properties
Peter Blicher
23 Rte. 31 N, Suite A20
Pennington, NJ 08534

Pennington Point Properties
Peter Blicher
23 Rte 31 N, Suite A20
Pennington, NJ 08534

Center for Innovative Family
Achievement
2482 Pennington Road
Trenton, NJ 08638

Princeton Child Development
Institute
300 Cold Soil Road
Princeton, NJ 08540

Featherbed Lane Rest Home
23 Featherbed Lane
Hopewell, NJ 08525
Att: Joseph D'Agostino

Bruce M. Schragger, Esq.
Schragger, Lavine & Nagy
Mountain View Office Park
840 Bear Tavern Road - Suite 307
West Trenton, NJ 08628



CHRISTINE TODD WHITMAN
Governor

State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
CN-813
TRENTON NJ 08625-0813
609-292-3000
FAX: 609-633-6056
TDD#: (609) 278-0175

JANE M. KENNY
Chairman
SHIRLEY M. BISHOP, P.P.
Executive Director

COAH SUMMARY FACT SHEET 1987-1999

1. Municipality - **Hopewell Township**
County - **Mercer**
Region - **4**
Planning Areas - **1, 2, 3, 4, 4B and 5**
2. Dates of:
Petition for Certification - **2/21/95**
COAH Reviews - **8/17/95 and 10/4/95**
COAH Certification with conditions - **10/23/96**
3. Staff Reviewer- **Mary Beth Lonergan, AICP, PP**
4. **1987-1999 Cumulative Obligation -**

Precredited Need -	564
New Construction Component -	520
Rehabilitation Component -	44
Regional Contribution Agreement completed -	20
proposed (court order) -	118
Credits (units built) -	- 147
Rental Bonus Credits -	- 4
Substantial Compliance Bonus -	- 46
5. **Fair Share Obligation - 229**
6. **Fair Share Plan -**

Regional Contribution Agreement -	58
Inclusionary Zoning -	127
(91 units and 36 rental bonuses)	
Rehabilitation Program -	44

RECOMMENDATION - Grant Conditional Substantive Certification



**EXECUTIVE SUMMARY
HOPEWELL TOWNSHIP, MERCER COUNTY
REGION 4**

October 23, 1996

Prepared by Mary Beth Lonergan, Principal Planner

The Planning Board of Hopewell Township, Mercer County, adopted a housing element and fair share plan on February 15, 1995, which addresses its 12-year cumulative obligation. The township's 1987-1999 obligation is 564 units, including a rehabilitation component of 44 units and a new construction component of 520 units. There was one objection to the township's plan which was later withdrawn.

Hopewell Township is eligible to receive a total of 335 credits, reductions and bonuses which include 20 completed and 118 proposed regional contribution agreement (RCA) units, 147 built units, four rental bonus credits and 46 substantial compliance credits.

The township proposes to address its calculated need of 229 units: 44 rehabilitation and 185 new construction through a 44-unit rehabilitation program, a 58-unit new RCA and a 91-unit inclusionary site (Trafalgar) which is eligible for 36 rental bonus credits. The township will adopt resolutions of intent to bond for any shortfalls in the rehabilitation program and 58-unit RCA.

Staff recommends that COAH grant Hopewell Township conditional substantive certification. The township must address the conditions within 60 days from the grant of conditional substantive certification.

<u>Site</u>	<u>Planning Area</u>	<u>Total Units</u>	<u>Low/Moderate</u>
Trafalgar	1	150	149
Block 48/Lot 8	3	290	29 (surplus age-restricted units)

RESOLUTION GRANTING CONDITIONAL SUBSTANTIVE CERTIFICATION 59-9

WHEREAS, Hopewell Township, Mercer County, received an order of compliance and repose on September 11, 1985 which was amended on August 12, 1986 and extended by court order on August 21, 1991; and

WHEREAS, the court approved the transfer of Hopewell Township's request for interim substantive certification to the Council on Affordable Housing (COAH) on September 9, 1993 and COAH granted the township interim substantive certification on March 14, 1994; and

WHEREAS, COAH has established a 1987-1999 precertified need for Hopewell Township of 564 units, including a rehabilitation component of 44 units and a new construction component of 520 units; and

WHEREAS, on February 15, 1995, Hopewell Township adopted a housing element and fair share plan which addressed its 12-year cumulative obligation in accordance with N.J.S.A. 52:27D-313 and N.J.A.C. 5:93-1 et. seq.; and

WHEREAS, on February 21, 1995, Hopewell Township petitioned COAH for substantive certification of its housing element and fair share plan; and

WHEREAS, on February 24, 1995, the township published notice of its petition in The Times, which is a newspaper of general circulation within the county; and

WHEREAS, the petition for substantive certification initiated a 45-day objector period, as per N.J.A.C. 5:91-1 et. seq., and

WHEREAS, one objection to the township's plan from K. Hovnanian Companies was received by COAH; and

WHEREAS, the objection was withdrawn in a letter from K. Hovnanian Companies to COAH dated August 3, 1995; and

WHEREAS, COAH staff reviewed Hopewell Township's housing element and fair share plan; and

WHEREAS, COAH issued a Report Requesting Additional Information, dated August 17, 1995; and

WHEREAS, Hopewell Township submitted a portion of the requested information; and

WHEREAS, COAH issued a Compliance Report (attached as Exhibit A) dated October 4,

1996 which was distributed to the Hopewell Township service list for a 14-day comment period; and

WHEREAS, the Compliance Report recommends that conditional substantive certification be granted, with the conditions to be met within 60 days from the grant of conditional substantive certification; and

WHEREAS, no comments on the Compliance Report were received by COAH; and

WHEREAS, Hopewell Township is eligible to receive 335 credits, reductions and bonuses which include 20 completed and 118 proposed regional contribution agreement (RCA) units, 147 built units, four rental bonus credits and 46 substantial compliance credits; and

WHEREAS, Hopewell Township's plan addresses its calculated need of 229 units: 44 rehabilitation and 185 new construction through a 44-unit rehabilitation program, a 58-unit new RCA and a 91-unit inclusionary site (Trafalgar) which is eligible for 36 rental bonus credits; and

WHEREAS, COAH finds that the housing element and fair share plan adopted by Hopewell Township will meet its 12-year cumulative obligation once the conditions (listed below) are addressed.

NOW THEREFORE BE IT RESOLVED that COAH grants conditional substantive certification to Hopewell Township with all of the following conditions to be met within 60 days from the date of this resolution:

A. The township shall submit the appropriate documentation to verify the eligibility of the Center for Innovative Family Achievement group home constructed in 1991.

B. A developer's agreement regarding intent to build affordable rental units shall be provided for the proposed Trafalgar development. Additionally, information on the area-wide water quality management plan and sewer capacity with regard to this development shall be provided.

C. An RCA contract between Hopewell Township and the City of Trenton for 58 RCA units must be submitted. Representatives from the City of Trenton and the Township of Hopewell shall meet with COAH staff on the afternoon of Friday, November 1, 1996 to finalize the terms of the RCA contract. It is understood that as a condition of substantive certification, that the RCA contract shall be placed on the December 4, 1996 COAH agenda for action.

D. The township shall address the remaining 35-unit rental obligation either through the RCA with the City of Trenton or other option of the township's choosing.

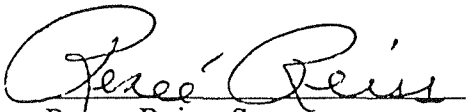
E. A resolution of the township's intent to bond for any shortfall of monies for the RCA and for the rehabilitation program shall be submitted.

F. The following additional information shall be submitted on the rehabilitation program: information on the entity that will administer the program and a signed contract with the selected entity; a schedule of the proposed rehabilitation activity over the next six-year period and a marketing program that describes the outreach efforts to be used in implementing the rehabilitation program.

G. An escrow agreement shall be submitted which authorizes access to development fee funds. This was a previous condition of the approval of the development fee ordinance.

BE IT FURTHER RESOLVED that any changes in the facts upon which this conditional certification is based or any deviation from the terms and conditions of the conditional certification, which affects Hopewell Township's ability to provide for the realistic opportunity of its fair share of low and moderate income housing and which Hopewell Township fails to remedy, shall render this conditional certification null and void.

I hereby certify that this resolution
was duly adopted by the Council on
Affordable Housing on October 23, 1996.


Renee Reiss, Secretary
Council on Affordable Housing

COAH COMPLIANCE REPORT HOPEWELL TOWNSHIP, MERCER COUNTY

October 4, 1995

Prepared by Mary Beth Lonergan, Principal Planner

I. INTRODUCTION

Hopewell Township, Mercer County, adopted a housing element and fair share plan addressing its 12-year cumulative 1987-1999 obligation on February 15, 1995. Hopewell Township petitioned for substantive certification on February 21, 1995, filed the plan with the Council on Affordable Housing (COAH) on February 23, 1995 and published notice on February 24, 1995. The 45-day objector period began on February 24, 1995 and ended on April 10, 1995. COAH received one objection to Hopewell Township's proposed housing element and fair share plan from K. Hovnanian Companies, which was later withdrawn in a letter to COAH dated August 3, 1995. COAH reviewed the township's housing element and fair share plan and prepared a 60-day report, dated August 17, 1995, requesting additional information. A portion of the requested information was submitted.

The township received an order of compliance and repose on September 11, 1985 which was amended on August 12, 1986 and extended by order on August 21, 1991. The court approved the transfer of Hopewell Township's request for interim substantive certification to COAH on September 9, 1993. On March 14, 1994, COAH granted the township interim substantive certification.

In the court order dated August 12, 1986, Hopewell Township's 1987-1993 final fair share obligation was reduced to 244 units to be consistent with COAH's calculated affordable housing obligation. The 244-unit obligation consisted of a rehabilitation component of 44 and an inclusionary component of 200. The township addressed its obligation through new construction (138 units at Brandon Farms, currently constructed or under construction) and through a regional contribution agreement (RCA) with Trenton (20 units completed, 118 units proposed). Hopewell Township's 12-year cumulative 1987-1999 precertified need is 564: 520 inclusionary and 44 rehabilitation.

II. HOUSING STOCK INVENTORY/ PROJECTION/ ANALYSIS

In reviewing Hopewell Township's housing element dated February 6, 1995, sufficient information was submitted regarding housing stock, demographic characteristics, employment characteristics and population trends. The township had a total population of 11,590 persons, according to 1990 census data, with a median household income of \$65,522. Hopewell Township had a total of 4,071 housing units in 1990, representing an increase of 441 units since 1980. The 1990 median value of owner-occupied housing units in the township was \$244,500 and the 1990 median gross monthly rent was \$708.

III. REDUCTIONS/ CREDITS/ BONUSSES AND ADJUSTMENTS

The township is seeking to reduce its precredited need of 564 units by a total of 335 credits, reductions and bonuses resulting in a 12-year 1987-1999 cumulative calculated need of 229 units: 185 inclusionary and 44 rehabilitation units.

No prior cycle credits for new construction (affordable units completed between 4/1/80 and 9/11/85) or credits for rehabilitation (affordable units rehabilitated since 4/1/90) have been requested by the township. However, the following reductions, credits and bonus have been requested:

- Reduction for 20 completed RCA units transferred to the City of Trenton with funding from the K. Hovnanian Brandon Farms development. The total amount transferred was \$550,000 (20 units @ \$27,500). **[20 total units]**
- Reduction for 118 proposed RCA units to be transferred to the City of Trenton with funding from the K. Hovnanian Brandon Farms development. The RCA was not previously funded due to the delay in the approval of a water tower required for a section of Brandon Farms that was to fund the RCA. The planning board granted approval of the water tower in 1995 and the previously proposed funding source is now viable.

The township's consent order for final judgment requires a total contribution of \$2,365,000 from Brandon Farms. The order sets out the funding schedule as: five payments of \$473,000 each at the issuance of the 101st, 201st, 301st, 401st and 501st certificate of occupancy for the Smith Crossing/ Mershon Chase section of Brandon Farms. COAH will accept the payment schedule as set forth in the consent order. At this time, there is no executed RCA contract as the time frame for the build-out is not certain. The township will enter into an RCA with the City of Trenton at such time as funds have been contributed by Brandon Farms. **[118 total units]**

- Reduction for a group home constructed in 1991. The home is run by the Center for Innovative Family Achievement (CIFA). The township seeks four credits as there are four bedrooms in the home. The township must submit the appropriate documentation to verify the home's eligibility. **[4 total rental units]**
- Reduction for five age-restricted units in the Pennington Point development currently under construction. The development overlaps into Pennington Borough with 49 of the total 102-unit development in Hopewell Township. The five for-sale units will be calculated as part of the township's allowable age-restricted component of 81 (see Section VII - Age-Restricted Units). **[5 total age-restricted units]**

**Hopewell Township
October 4, 1996**

- Reduction for 138 completed units of affordable housing at the K. Hovnanian Brandon Farms development. The units include 38 townhouses in the Bakers Mill section and 100 multi-family units in the Drakes Mill section. **[138 total units]**
- Pursuant to N.J.A.C. 5:93-5.13, Hopewell Township may receive four rental bonus credits for the four-bedroom CIFA group home if appropriate crediting documentation is submitted. **[4 rental credits]**
- Reduction for 46 units which are the result of COAH's substantial compliance rule (N.J.A.C. 5:93-3.6). As Hopewell Township created more than 100 percent of its previous 1987-1993 new construction component of 138 units, the township is eligible for a 20 percent reduction of its 1987-1999 inclusionary component. The substantial compliance reduction is for units actually created within the municipality. The 20 percent reduction is applied to the inclusionary component after subtracting eligible credits, reductions and bonuses [$.20 (520 - 289) = 46$]. **[46 total substantial compliance bonuses]**

In summary, Hopewell Township has requested a total of 335 credits, reductions, rental bonuses and substantial compliance bonuses for housing activity completed after September 11, 1985.

Credits, Reductions and Bonuses

Name of Project	Affordable Units	Rental Bonus
Brandon Farms/ Trenton RCA	20 completed	
Brandon Farms/ Trenton RCA	118 proposed	
Group Home (1991)	4	4
Pennington Point (age-restricted)	5	
Brandon Farms	138	
Substantial Compliance Bonus	46	
Total	331	4

Hopewell Township
October 4, 1996

IV. NUMBER

Hopewell Township's precredited 1987 - 1999 need of 564 is reduced by 335 to reflect all credits, reductions, rental bonuses and substantial compliance bonuses. The township's cumulative 12-year calculated need is 229 units: 185 new construction and 44 rehabilitation.

V. HOUSING ELEMENT

A. Rehabilitation

The township proposes to establish a rehabilitation program to renovate 44 substandard housing units occupied by low and moderate income households. Hopewell Township intends to fund the rehabilitation program through revenue generated by its development fee ordinance, Mercer County community development program funds and/or state and municipal grants. The township's approved spending plan, dated July 1995, notes that \$1,312,814 will be raised to fund the rehabilitation program as well as the RCA transfer. However, a total of \$1,600,000 is needed for the rehabilitation program (44 units @ \$10,000) and for the RCA units (58 units @ \$20,000) not covered under the Brandon Farm contribution. To address the possible shortfall of funds, the township will adopt a resolution of intent to bond for any shortfall of monies for the rehabilitation program and for the RCA transfer.

Additional information must be provided on the establishment of the rehabilitation program, including a signed contract with the entity that will administer the program, a schedule of the proposed rehabilitation activity over the six-year period of certification and a detailed marketing program that describes the outreach efforts to be used in implementing the rehabilitation program.
[44 total rehabilitation units]

B. New Construction

1. Inclusionary Zoning

Hopewell Township proposes to meet a portion of its new construction obligation by zoning for inclusionary development. Two sites have been zoned and both sites were visited with the township's planning consultant, William Queale, Jr., PP, AICP, to determine if they are available, approvable, suitable and developable as per N.J.A.C. 5:93-1.3. The sites are in appropriate planning areas of the State Development and Redevelopment Plan (SDRP): Planning Area 1 for the Trafalgar site and Planning Area 3 for Block 48/ Lot 8.

Hopewell Township
October 4, 1996

a. **Block 78/ Lot 10.01 - Trafalgar** - This site is zoned R-5 and consists of 75 acres. Concept plans have been submitted for a 150-unit development on the site. There will be 135 age-restricted units and 15 handicapped, non age-restricted units. In 1994, the township rezoned the parcel to permit age-restricted developments at six units per acre with a 10 percent setaside. Based on the maximum number of age-restricted units as discussed in Section VII of this report, the township may receive credit for no more than 76 of the 135 proposed age-restricted units at Trafalgar. As all of the units are proposed to be rentals, the township may receive rental credits in advance of construction if a signed developer's agreement committing to the rental units is submitted. The township may receive a rental bonus of 0.33 for 65 of the 76 eligible age-restricted units (only half of the 130-unit rental obligation may receive rental credits for age-restricted units) and a full rental credit of 1.0 for the 15 proposed handicapped, family units.

In summary, the Trafalgar development is eligible to receive a total of 127 rental units and rental credits (76 eligible age-restricted units + 21 eligible rental credits + 15 non age-restricted handicapped units + 15 rental credits = 127). A developer's agreement regarding intent to build the rental project should be provided. The housing element notes that there is no sewer capacity at this time from the Ewing-Lawrence Sewer Authority (ELSA). Information on the area-wide water quality management plan for the site and sewer capacity should be provided. **[127 possible rental units and rental credits]**

b. **Block 48/ Lot 8** - This 48-acre parcel has been zoned R-100 which permits moderate income, age-restricted units at a density of six units per acre with an affordable housing setaside of 10 percent. It is estimated in the plan that 85 percent of the site is not constrained by wetlands and is developable. The fair share plan notes that a total of 29 age-restricted affordable units are anticipated from this site.

As noted in the discussion of the Pennington Point and Trafalgar developments, the township has reached the maximum number of age-restricted units permitted for the 12-year cumulative period. Therefore, any age-restricted units proposed from this site would not be eligible for credit for the second round certification. To receive credit for affordable housing units from this site, the township may consider non age-restricted housing for both low and moderate income households. In addition, the township must supply information on the site's sewer capacity and on the area-wide water quality management plan for the site. **[0 eligible affordable units]**

2. Regional Contribution Agreements

Pursuant to N.J.A.C. 5:93-6.1, Hopewell Township may transfer up to 50 percent of its housing obligation based on the following formula: $(.50 \times 564) = 282$, less any units transferred as a result of a previously approved RCA. The township has already transferred or proposed to transfer

Hopewell Township
October 4, 1996

a total of 138 RCA units to the City of Trenton to be funded by the Brandon Farms contribution as part of the consent order.

In addition, the township has decided to enter into an RCA with the City of Trenton for 58 units (@ \$20,000), to be funded through revenue raised by its development fee ordinance. The township's approved spending plan, dated July 1995, noted that \$1,312,814 will be raised to fund the rehabilitation program as well as the RCA transfer. As previously noted, a total of \$1,600,000 is needed for both programs. To address any possible shortfall of funds, the township will adopt a resolution of intent to bond for any shortfall of monies for the RCA transfer. However, the township has not yet submitted a contract with Trenton for 58 units. Trenton has been granted Recipient Certification from COAH in all four categories which will facilitate the approval of the RCA contract. As a condition of substantive certification, representatives from the City of Trenton and the Township of Hopewell must meet with COAH staff on the afternoon of Friday, November 1, 1996 to finalize the terms of the RCA contract. It is understood that as a condition of substantive certification, that the RCA contract will be on the December 4, 1996 COAH agenda for action.

A 58-unit RCA contract with the City of Trenton must be submitted by the township. The contract must comply with N.J.A.C. 5:93-6. **[58 total units]**

C. Summary

In summary, Hopewell Township's fair share plan has proposed to rehabilitate 44 units, transfer 58 additional RCAs to the City of Trenton and zone for 127 units (including rental bonus credits).

	Rehabilitation Component	Inclusionary Component
Precredited Need	44	520
Reductions/ Credits/ Bonuses		-335
Rehabilitation Program	-44	
RCA with the City of Trenton		-58
Zoning (including rental bonus)		-127
Remaining Obligation	0	0

VI. RENTAL COMPONENT

Pursuant to N.J.A.C. 5:93-5.13, every municipality must have a rental obligation. Calculated at 25 percent of its precredited need, minus prior cycle credits, minus the impact of the 20 percent cap, minus the impact of the 1,000 unit limitation, minus its rehabilitation component, the rental obligation equals 130 or $[\.25 (564-0-0-0-44) = 130]$.

The fair share plan proposes 95 eligible rental units (76 eligible age-restricted rental units at Trafalgar + 15 handicapped family rental units at Trafalgar + four rental units from the CIFA group home). The remaining 35-unit rental obligation must be addressed; one option is through the RCA with the City of Trenton.

Regarding rental bonus credits, COAH rules do not permit rental bonus credits in excess of the rental obligation and no more than 50 percent of the rental obligation may receive a bonus for rental units which are age-restricted ($130 \times 0.5 = 65$).

VII. AGE-RESTRICTED UNITS

As per N.J.A.C. 5:93-5.12, a municipality may address up to 25 percent of its fair share obligation with age-restricted units. Hopewell Township could receive credit for age-restricted units which equal no more than 25 percent of its precredited need, minus its rehabilitation component, minus prior cycle credits, minus completed or proposed RCA units. Based on this calculation, the township may receive credit for 81 age-restricted units $[\.25 (564-44-0-196) = 81]$. As previously discussed, five age-restricted units are proposed for the Pennington Pointe development and 135 age-restricted units are proposed for the Trafalgar development. Only 76 of the 135 age-restricted units proposed for Trafalgar are eligible for COAH credit at this time.

VIII. DEVELOPMENT FEES

Hopewell Township received COAH approval for both its development fee retention plan and for the future imposition and collection of development fees through a development fee ordinance. The retention of fees collected by the township before December 13, 1990 was approved by COAH on February 1, 1995 and the development fee ordinance was approved by COAH on March 14, 1994 and amended on January 11, 1995. As a condition of the approval of the development fee ordinance, the township was required to submit an escrow agreement which authorizes access to development funds. This escrow agreement must be submitted.

The township also received approval of its spending plan from COAH on August 2, 1995. The spending plan noted that revenue generated by the retention of development fees, the collection

Hopewell Township
October 4, 1996

of development fees and the collection of funds from approved developments will initially be spent on the administration of the township's affordable housing program (no more than 20 percent of the annually collected development fees) and for the Trenton RCA.

IX. AFFORDABLE HOUSING ORDINANCES

Draft revisions to the township's current affordable housing ordinances have been submitted and are consistent with the requirements of N.J.A.C. 5:93 et seq.

X. AFFORDABLE HOUSING PROGRAM ADMINISTRATION

The township contracts with the Affordable Housing Management Service (AHMS) to administer the township's affordable housing program.

XI. RECOMMENDATION

Based on this review, the township has addressed its 12-year cumulative fair share obligation with RCAs, constructed units, inclusionary zoning, rental bonus credits, substantial compliance bonuses and a rehabilitation program. However, there are several outstanding items which must be addressed before Hopewell Township may receive substantive certification. At this time, it is recommended that Hopewell Township be granted conditional substantive certification with all of the conditions to be met within 60 days.

Conditions to be addressed within 60 days:

A. The township must submit the appropriate documentation to verify the eligibility of the CIFA group home constructed in 1991.

B. A developer's agreement regarding intent to build affordable rental units must be provided for the proposed Trafalgar development. Additionally, information on the area-wide water quality management plan and sewer capacity should be provided.

C. An RCA contract between Hopewell Township and the City of Trenton for 58 RCA units must be submitted. Representatives from the City of Trenton and the Township of Hopewell must meet with COAH staff on the afternoon of Friday, November 1, 1996 to finalize the terms of the RCA contract. It is understood that as a condition of substantive certification, that the RCA contract will be on the December 4, 1996 COAH agenda for action.

D. The township must address the remaining 35-unit rental obligation; one option may be

Hopewell Township
October 4, 1996

through the RCA with the City of Trenton.

E. A resolution of the township's intent to bond for any shortfall of monies for the RCA transfer and/or for the rehabilitation program must be submitted.

F. Additional information must be submitted on the establishment of the rehabilitation program, including information on the entity that will administer the program and a signed contract, a schedule of the proposed rehabilitation activity over the next six-year period and a marketing program that describes the outreach efforts to be used in implementing the rehabilitation program.

G. An escrow agreement must be submitted which authorizes access to development fee funds. This was a previous condition of the approval of the development fee ordinance.



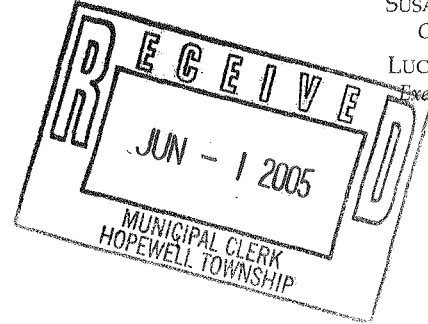
State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO Box 813
TRENTON NJ 08625-0813
(609) 292-3000
(609) 633-6056 (FAX)

C: Committee
Administrator
Attorney Gordell
Attorney Schriener
Planner Bolan

RICHARD J. CODEY
Acting Governor

SUSAN BASS LEVIN
Commissioner
LUCY VOORHOEVE
Executive Director

May 31, 2005



The Honorable Arlene Kemp
Hopewell Township
201 Washington Crossing – Pennington Road
Titusville, New Jersey 08560

Re: COAH Staff Review of Motion for Extended Substantive Certification

Dear Mayor Kemp:

As you are aware, on August 31, 2004, the Superior Court of New Jersey, Appellate Division, issued a decision upholding the authority of the Council on Affordable Housing (COAH) to grant second round extended substantive certification under the Fair Housing Act. The Court directed COAH to adopt new standards and procedures that provide a “principled review” of each municipality’s affordable housing compliance plan before a municipality can qualify for an extended substantive certification. COAH was also directed to set forth a mechanism that allows for public comment on each municipality’s plan.

On December 20, 2004, COAH adopted its third round rules. Pursuant to N.J.A.C. 5:95-15.1(b), all municipalities may submit a third round Housing Element and Fair Share Plan to COAH at any time to address their affordable housing obligations and receive the benefits of COAH’s jurisdiction.

In accordance with the Appellate Division’s ruling, COAH’s new regulation at N.J.A.C. 5:95-15.1 sets forth what is required to obtain extended substantive certification. On September 15, October 19, and December 2, 2004, COAH sent Hopewell correspondence advising the Township of the documentation required to substantiate compliance with its second round certified Housing Element and Fair Share Plan. Thereafter, on December 9, 2004, Hopewell Township submitted a motion to COAH, requesting extended substantive certification of its second round certified Housing Element and Fair Share Plan until December 20, 2005.

COAH staff reviewed each of the components of Hopewell Township’s certified plan to evaluate whether the plan continues to present a realistic opportunity for the provision of affordable housing. COAH staff has the following concerns:



1. Hopewell Township's cumulative 1987-1999 obligation is 564 units, consisting of 520 new construction units and 44 rehabilitation units. The plan certified by COAH on January 8, 1997 was adjusted by a 46-unit substantial compliance reduction, leaving a net affordable housing obligation of 518 units, consisting of 474 new construction units and 44 rehabilitation units. The Township's certified plan incorporated a total of 290 credits for units that had been built and 26 credits for units that had been previously rehabilitated pursuant to COAH rules, leaving a remaining obligation of 202 units, consisting of a 184-unit new construction obligation and an 18-unit rehabilitation obligation.

According to the motion submitted by the Township, 171 of the 184 new construction units have been completed since the grant of substantive certification in 1997, leaving a shortfall of 13 new construction units. None of the remaining 18 rehabilitation units have been completed, leaving a shortfall of 18 rehabilitation units.

2. Beazer Homes (Trafalgar), Block 78/Lot 10.01. The Beazer Homes site was to produce 91 affordable age-restricted rental units and 15 non age-restricted rental units, generating 15 rental bonuses. This site received development approvals in 1997 and the project is under construction. The developer's agreement of May 4, 1998 proposed 76 age-restricted rental units and 15 non-age-restricted rental units. A COAH waiver on the age-restricted cap formula was granted to Hopewell on October 23, 1996, and this waiver permitted the Township to receive COAH credit for 91 age-restricted rental units being constructed at the Trafalgar site but still required 15 non-age-restricted rental units to be constructed. According to Hopewell Township's motion, no non-age-restricted units are being constructed, in violation of the terms of the substantive certification. Because the Beazer Homes project will be completed without non-age-restricted rental units, it no longer represents a realistic opportunity for the production of the required number of affordable housing units. Hopewell Township has not petitioned COAH for an amendment to its second round plan to address this shortfall.
3. Remaining rehabilitation obligation, 18 units – At the time of substantive certification, Hopewell Township committed to the continuation of its rehabilitation program, as managed by Housing Services, Inc. The Township adopted a resolution of intent to bond in 1997 in order to guarantee the availability of funds for this program. To date, 15 units are reported to be undergoing rehabilitation.

If COAH determines that Hopewell Township's plan does not meet the requirements of COAH rules and the Court decision, Hopewell Township's second round substantive certification will expire when COAH takes action. Hopewell Township's motion for extended substantive certification is scheduled for COAH's July 27, 2005 meeting.

In view of the fact that COAH's third round rules are in effect, we would encourage the Township to participate in the Council's process through a petition for third round substantive certification by submitting a third round Housing Element and Fair Share Plan pursuant to N.J.A.C. 5:94 et seq. and N.J.A.C. 5:95 et seq.

If you have any questions, please contact me at (609) 292-3000.

Sincerely,

Lucy Voorhoeve
Executive Director

cc: Service List
Kate Butler, COAH Planner

Hopewell Township

Mercer

The Honorable Arlene Kemp
Hopewell Township
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Annette C. Bielawski, Clerk
Hopewell Township
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Bruce Hilling, Administrator
Hopewell Township
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Edwin W. Schmierer, Esq.
Mason, Griffin & Pierson
101 Poor Farm Road
P.O. Box 391
Princeton, NJ 08542

Joan Kiernan-O'Toole
Planning Board Secretary
Township of Hopewell
201 Washington Crossing - Pennington Road
Titusville, NJ 08560

Karen Murphy, Chair
Hopewell Township Planning Board
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Mark Iorio, Deputy Mayor
Township of Hopewell
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Michael Bolan, PP, AICP
Banisch Associates, Inc.
P.O. Box 154
Sergeantsville, NJ 08557

Paul Pogorzelski, Municipal Engineer
Van Cleef Engineering
2345 Route 33
Robbinsville, NJ 08691

Steven P. Goodell, Esq.
Herbert, Van Ness, Cayci & Goodell
Municipal Attorney
22 Chambers Street
Princeton, NJ 08542

Princeton Child Development Institute
300 Cold Soil Road
Princeton, NJ 08540

Center for Innovative Family Achievement
2482 Pennington Road
Trenton, NJ 08638

Attn: Mitchell Newman, Esq.
K. Hovnanian Co. of Central NJ
P.O. Box 6025
117 North Center Drive
North Brunswick, NJ 08902

Bruce M. Schragger, Esq.
Schragger, Laving & Nagy
Mountain View Office Park
840 Bear Tavern Road, Suite 307
West Trenton, NJ 08628

Hopewell Township

Mercer

Joseph D'Agostino
Featherbed Lane Rest Home
23 Featherbed Lane
Hopewell, NJ 08525

Peter Blicher
Pennington Properties
Pennington Point Properties
23 Route 31 North, Suite A20
Pennington, NJ 08534

Rhonda Coe
Director of Housing Production
City of Trenton
319 East State Street
Trenton, NJ 08608

Robert Ridolphi, Esq.
for Beazer Homes (Trafalgar House Residential)
26 Harbourton - Woodsville Road
Pennington, NJ 08534



*C: Committee
Administrator*

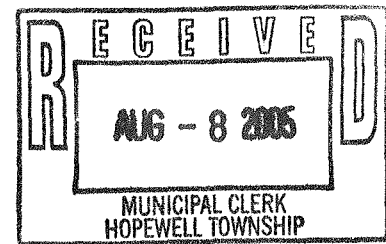
State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
 101 SOUTH BROAD STREET
 PO Box 813
 TRENTON, NJ 08625-0813
 (609) 292-3000
 (609) 633-6056 (FAX)
 coahmail@dca.state.nj.us

RICHARD J. CODEY
Acting Governor

CHARLES A. RICHMAN
Acting Commissioner
 LUCY VOORHOEVE
Executive Director

July 28, 2005

The Honorable Arlene Kemp
 Mayor, Hopewell Township
 201 Washington Crossing-Pennington Road
 Titusville, NJ 08560



Dear Mayor Kemp:

Enclosed is a copy of the Council on Affordable Housing's (COAH's) resolution granting Hopewell Township an extension of substantive certification at its July 27, 2005 meeting with the conditions listed below. The grant of extended substantive certification of Hopewell Township's housing element and fair share plan is extended for a period of time not to exceed December 20, 2005, or until Hopewell Township files or petitions for third round substantive certification, whichever is earlier.

- Hopewell Township shall provide to COAH, prior to September 14, 2005, an executed developer's agreement for 15 non-age restricted rental units on the Beazer site so that the units are eligible for 15 rental bonuses pursuant to COAH criteria.

Please note that if the condition listed above are not satisfied within the prescribed time period, Hopewell Township's second round substantive certification shall automatically expire.

Please take note that in the resolution extending substantive certification, COAH is directing Hopewell Township to do the following:

1. Hopewell Township shall immediately begin expending 30 percent of the balance of revenues collected on an annual basis that are not used for a new construction project, an RCA or rehabilitation activities to make units in the COAH-certified Housing Element and Fair Share Plan more affordable and examples of such activities include, but are not limited to, down payment assistance, low interest loans, and rental assistance.

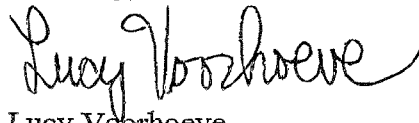


The Honorable Arlene Kemp
July 28, 2005
Page 2

2. COAH shall monitor compliance with this requirement when Hopewell Township petitions for third round substantive certification and Hopewell Township must submit a report on the expenditures of the balance remaining in the Township's affordable housing trust fund at the time the Borough submits a third round petition for substantive certification.
3. Hopewell Township must submit a revised spending plan with its third round petition that shall detail anticipated expenditures and a specific timetable to expend development fee revenues.

If you have any questions, please contact Kate Butler at (609) 292-4338.

Sincerely,

A handwritten signature in black ink, appearing to read "Lucy Voorhoeve". The signature is fluid and cursive, with the first name "Lucy" and last name "Voorhoeve" clearly distinguishable.

Lucy Voorhoeve
Executive Director

c: attached service list
Kate Butler, COAH

Extended Substantive Certification Fact Sheet
Hopewell Township, Mercer County
July 21, 2005
Prepared By:
Kate Butler, P.P., AICP

Hopewell Township received final second round substantive certification on January 8, 1997. The Township's cumulative 1987-1999 obligation is 564 units consisting of 520 new construction units and 44 rehabilitation units. Hopewell Township's obligation was adjusted through a 46-unit first round substantial compliance reduction, leaving a net affordable housing obligation of 518 units, consisting of 474 new construction units and 44 rehabilitation units. The plan certified by COAH incorporated a total of 290 credits for units that had been built and no credits for units that had been previously rehabilitated pursuant to COAH rules, leaving a remaining obligation of 228 units, consisting of a 184-unit new construction obligation and a 44-unit rehabilitation obligation.

The Housing Element and Fair Share Plan that was certified by COAH addressed Hopewell Township's remaining obligation as follows:

	Rehabilitation Component		New Construction Component	
Remaining Obligation:	44		184	
<i>Plan Elements</i>	<i>Proposed</i>	<i>Completed</i>	<i>Proposed</i>	<i>Completed/ Under Construction</i>
Beazer Homes (AKA Trafalgar)			91	91
21 rental bonuses for age-restricted units			21	21
15 family units			15	0
15 rental bonuses for family units			15	0
RCA with Trenton			59	59
Township rehabilitation program	44	44		
Total			201	171
SHORTFALL		0		-13

Recommendation: Grant extended substantive certification with a condition

REPORT REVIEWING MOTION FOR EXTENDED SUBSTANTIVE CERTIFICATION

Hopewell Township, Mercer County

Prepared by:

Kate Butler, P.P., AICP

July 21, 2005

I. INTRODUCTION

The Council on Affordable Housing (COAH) adopted N.J.A.C. 5:91-14 as an interim procedural rule, effective November 1, 1999, which was designed to address the anticipated gap between the expiration of second round low- and moderate-income housing requirements and the promulgation of a third round methodology and corresponding rules. Specifically, the rule adopted by COAH in 1999 established a mechanism whereby municipalities that had received second round certification from COAH could request an extension for a period of time up to one year after the effective date of COAH's third round rules, provided the municipality requested the extension by resolution of the governing body and committed to petition COAH with a third round plan prior to the expiration of the extension.

COAH's interim procedural rule was the subject of several appeals. On August 31, 2004, the Appellate Division of the Superior Court of New Jersey issued a consolidated opinion on these related appeals and determined that while COAH does have the authority to grant extended substantive certifications, it must provide for adequate public notice. The court further opined that COAH must "engage in a principled review of each municipality's compliance and conduct before it can qualify for an extended certification" and directed COAH to adopt rules governing the process municipalities must follow to secure extensions. In re Six Month Extension of N.J.A.C. 5:91-1 et seq. et al., 372 N.J. Super. 61 (App. Div. 2004).

In compliance with the directive of the Appellate Division, COAH adopted N.J.A.C. 5:91-14.3 as an emergency rule, which became effective on October 13, 2004, and N.J.A.C. 5:95-15.2 which replaced the October 13th rule on December 20, 2004. These revised procedures require municipalities seeking extended substantive certification to do so by filing a formal motion with COAH, providing adequate public notice and providing documentation from which COAH's review can be based.

Hopewell Township,
Mercer County
July 21, 2005

This report reviews the request for extended substantive certification that was submitted in a motion filed by Hopewell Township, Mercer County, on December 9, 2004. Hopewell Township filed its motion prior to the December 13, 2004 deadline established by N.J.A.C. 5:91-14.3 and N.J.A.C. 5:95-15.2. Hopewell Township was originally granted extended substantive certification by COAH on December 4, 2002, under N.J.A.C. 5:91-14.

The motion schedule established by COAH provided for opposing briefs to be filed by December 29, 2004. No opposing briefs were received by COAH.

II. COMPLIANCE REVIEW

Hopewell Township submitted documentation in support of its motion that included a proposed schedule for the submission of a petition for third round substantive certification, a statement describing the progress of the Township's compliance with the terms of its 1987-1999 substantive certification, and current monitoring reports. Hopewell Township has committed to submitting a newly adopted Housing Element and Fair Share Plan to address its third round obligation prior to December 20, 2005.

The second round affordable housing obligation for Hopewell Township is 564 units, consisting of 520 new construction units and 44 rehabilitation units. Hopewell Township's new construction obligation was adjusted by COAH as a result of a first round 46-unit substantial compliance reduction, leaving a net new construction obligation of 474 units and a rehabilitation obligation of 44 units.

Hopewell Township received conditional second round substantive certification on October 23, 1996, and final substantive certification on January 8, 1997. The final plan certified by COAH included a total of 290 credits and bonus credits made up of five age-restricted for-sale units at Pennington Point, 100 family for-sale units at Drakes Mill, 38 family for-sale units at Brandon Farms, four alternative living arrangement bedrooms and four rental bonus credits, 139 units that had been transferred to Trenton via two RCAs and no units that had been

Hopewell Township,
Mercer County
July 21, 2005

previously rehabilitated pursuant to COAH rules. Hopewell Township's remaining affordable housing obligation is 228 units and consists of a 184-unit new construction obligation and a 44-unit rehabilitation obligation.

The Housing Element and Fair Share Plan that was certified by COAH addressed Hopewell Township's remaining affordable housing obligation with the following elements:

New Construction:

- Zoned Site #1 Beazer- 91 age-restricted rental units, 15 family rental units and 36 rental bonus credits
- Proposed RCA – 59 units to Trenton

Rehabilitation:

- Municipal Rehabilitation Program – 44 units

The status of each of these plan elements is summarized below, based on information submitted as part of Hopewell Township's motion requesting extended substantive certification and on supplemental information requested by COAH as necessary during its review.

NEW CONSTRUCTION

Beazer

The certified plan for Hopewell Township included zoning on 75 acres at Block 78, Lot 10.01, which was to produce 150 rental units including 135 age-restricted rental units and 15 units accessible to households who have a member with a disability. On October 28, 1996, Hopewell Township received a waiver from the number of units it could age-restrict pursuant to N.J.A.C. 5:93-5.14. The Township received credit for 106 total units consisting of 91 age-restricted rental units and 15 family rental units. This waiver increased the limit on age-restricted units from 76 units to 91 units. The certified plan also relied on these 106 units to generate a total of 36 rental bonuses. The 91 age-restricted rental units qualified for a one and one-third bonus credit pursuant to N.J.A.C. 5:93-5.15(d)2 (21 bonuses) and the 15 family rental

Hopewell Township,
Mercer County
July 21, 2005

units qualified for a two for one bonus credit pursuant to N.J.A.C. 5:93-5.15(d)1 (15 bonuses). The site is currently under construction and is more than 50 percent complete. However, the municipal approval granted for the site allowed a 100 percent age-restricted development. Proceeding in this manner would eliminate the 15 rental credits and 15 rental bonuses required when the non age-restricted component of the development was certified to produce units accessible to households where a family member has a disability.

On May 11, 2005, a COAH task force met to discuss Hopewell Township's motion request for extended substantive certification. On May 13, 2005, COAH issued a letter advising Hopewell Township of the concerns raised by COAH staff and the COAH task force regarding the Township's compliance with the terms of its certified plan.

Hopewell Township representatives subsequently advised COAH staff on July 18 that the Township counsel is currently negotiating with the developer of the site to produce the 15 non age-restricted rental units required by the certified plan.

Regional Contribution Agreement III with Trenton

The certified plan for Hopewell Township proposed a 59-unit RCA with Trenton. This RCA was approved by COAH on January 8, 1997, and included a total transfer of \$1,180,000. At the time Hopewell Township filed its motion for extended substantive certification, all funds had been transferred.

[59 RCA units]

REHABILITATION

At the time of its motion requesting extended substantive certification, Hopewell Township, through its municipal rehabilitation program, has completed the rehabilitation of 26 units in accordance with COAH regulations and has identified 18 additional units for rehabilitation. These additional units have been approved for the program and have received an

Hopewell Township,
Mercer County
July 21, 2005

initial inspection. The average expenditure for these rehabilitations was \$17,617. Hopewell Township has satisfied its rehabilitation obligation.

[44 rehabilitation credits]

RENTAL COMPONENT

Pursuant to N.J.A.C. 5:93-5.15, Hopewell Township's rental component was established to be 130 units. This requirement will be satisfied with five units at Pennington Point, four credits for alternative living arrangement bedrooms, 35 units as part of the second Trenton RCA and the 106 units at Beazer.

DEVELOPMENT FEE ORDINANCE

Hopewell Township's certified plan included a development fee ordinance that was approved by COAH on March 14, 1994 and adopted by the Township on May 2, 1994. COAH approved Hopewell Township's spending plan on August 2, 1995. The Township's motion for extended substantive certification reported that it has collected a total of \$7,628,789 in development fees and expended \$347,872 on Affordable Housing Programs, \$530,655 on rehabilitation, \$5,000 on Affordability Assistance, \$3,587,000 on RCA transfers and \$253,673 on administration, for total expenditures of \$4,724,200 and a remaining balance of \$2,904,589.

Pursuant to N.J.A.C. 5:93-8.16(c), at least 30 percent of the balance of revenues collected on an annual basis that are not used for a new construction project, an RCA or rehabilitation activities must be devoted to render units more affordable. Hopewell Township's development fee monitoring report demonstrates that Hopewell Township has not spent sufficient development fee revenues on affordability assistance. Hopewell Township must immediately begin expending 30 percent of the balance of revenues collected on an annual basis that are not used for a new construction project, an RCA or rehabilitation activities to make units in the COAH-certified Housing Element and Fair Share Plan more affordable. Examples of such

Hopewell Township,
Mercer County
July 21, 2005

activities include but are not limited to, down payment assistance, low interest loans, and rental assistance. COAH will monitor compliance with this requirement when Hopewell Township petitions for third round substantive certification.

Hopewell Township must submit a report on the expenditures of the balance remaining in the Township's affordable housing trust fund with its petition for third round substantive certification. Hopewell must also submit a revised spending plan with its petition for third round substantive certification, which must detail anticipated expenditures and a timetable to expend development fee revenues. Failure to comply with COAH's regulations on development fees and spending plans may result in COAH taking action pursuant to N.J.A.C. 5:94-6.16.

IMPLEMENTING ORDINANCES

Hopewell Township was required to adopt the following implementing ordinances within 45 days of the grant of substantive certification:

Fair Share Ordinance

Affirmative Marketing Ordinance

Hopewell Township adopted its combined Fair Share Ordinance and Affirmative Marketing Ordinance, entitled 'Land Use and Development Ordinance', number 97-1084, on November 3, 1997.

III. OPPOSING AND REPLY BRIEFS RECEIVED BY COAH

COAH did not receive any comments opposing Hopewell Township's motion requesting extended substantive certification.

Hopewell Township,
Mercer County
July 21, 2005

IV. RECOMMENDATION

Hopewell Township received substantive certification from COAH on January 8, 1997, for a Fair Share Plan that includes 151 credits and bonus credits for units that have been built, 46 credits in the form of reduction for substantial compliance, 139 credits for units that have been transferred via an RCA and no credit for units that had been rehabilitated. Hopewell Township's certified plan addressed its remaining affordable housing obligation with zoning for the creation of 91 age-restricted rental units and 15 family rental units accessible to households with a member who has a disability at the Beazer Homes site, a 59-unit RCA with Trenton and a 44-unit rehabilitation program.

The Township has completed the 59-unit RCA with Trenton and its 44-unit rehabilitation obligation. However, the Township has not created the 15 family rental units in the Beazer development, nor has it provided COAH with a developer's agreement documenting that these units will not be age-restricted. The certified plan calls for these units to be accessible to family households where a household member has a disability.

COAH staff recommends that COAH grant an extension of Hopewell Township's substantive certification with the condition that the Township provide an executed developer's agreement for the 15 non-age-restricted rental units prior to September 14, 2005.

Hopewell Township must submit a developer's agreement that guarantees the creation of these 15 non-age-restricted rental units at the Beazer development, pursuant to COAH criteria, so that the units are also eligible for 15 rental bonuses.

RESOLUTION GRANTING EXTENDED SUBSTANTIVE CERTIFICATION WITH A
CONDITION # ES-140

Hopewell Township, Mercer County

WHEREAS, Hopewell Township, Mercer County, received conditional substantive certification from the New Jersey Council on Affordable Housing (COAH) on October 23, 1996 and final substantive certification on January 8, 1997 for a period of six years; and

WHEREAS, N.J.A.C. 5:95-15.2 permits COAH-certified municipalities to request an extension of substantive certification of their 1987-1999 Housing Element and Fair Share Plan until December 20, 2005; and

WHEREAS, Hopewell Township moved for extended substantive certification by motion on December 9, 2005, as per N.J.A.C. 5:95-12; and

WHEREAS, Hopewell Township's governing body adopted a resolution on November 22, 2005 requesting the extension, committing to continue to implement the certified second round plan and committing to file or petition for third round substantive certification in accordance with N.J.A.C. 5:94 and N.J.A.C. 5:95 by December 20, 2005; and

WHEREAS, notice of the motion was published in the Trenton Times on November 26, 2004; and

WHEREAS, Hopewell Township served the motion upon the service list maintained by COAH as per N.J.A.C. 5:95-15.2(c)2; and

WHEREAS, Hopewell Township submitted documentation demonstrating that all applicable ordinances implementing the 1987-1999 substantive certification are in effect; and

WHEREAS, Hopewell Township's motion and accompanying documentation comply with the requirements set forth in N.J.A.C. 5:95-15.2; and

Hopewell Township,
Mercer County
July 27, 2005

WHEREAS, during the 20-day public comment period, COAH received no comments to Hopewell Township's motion for extended substantive certification; and

WHEREAS, COAH staff conducted a principled review of Hopewell Township's certified plan and prepared a COAH Report Reviewing Motion for Extended Substantive Certification on July 21, 2005 (attached hereto as Exhibit A and incorporated by reference herein); and

WHEREAS, Hopewell Township's cumulative fair share obligation is 564 affordable housing units, consisting of a 44-unit rehabilitation obligation and a 520-unit new construction obligation; and

WHEREAS, on October 28, 1996, Hopewell Township received a waiver from the number of units it could age-restricted pursuant to N.J.A.C. 5:93-5.14; and

WHEREAS, the plan granted final certification by COAH on January 8, 1997 included a first round 46-unit substantial compliance reduction and 290 credits and bonus credits, yielding a remaining new construction obligation of 184 units and a remaining rehabilitation obligation of 44 units; and

WHEREAS, the Housing Element and Fair Share Plan that was certified by COAH addressed Hopewell Township's remaining obligation with zoning to create 106 total affordable housing units, 59 units to be transferred via a regional contribution agreement (RCA) units and a 44-unit rehabilitation program; and

WHEREAS, the certified plan for Hopewell Township included zoning on 75 acres at Block 78, Lot 10.01, known as the Beazer Project, which was to produce a total of 150 rental units, consisting of 135 age-restricted rental units, and 15 non age-restricted rental units accessible to households where a family member has a disability; and

Hopewell Township,
Mercer County
July 27, 2005

WHEREAS, the Township received a waiver from COAH's age-restricted cap at N.J.A.C. 5:93-5.14 to allow an increase of eligible age-restricted units from 76 units to 91 units; and

WHEREAS, the certified plan relied on the 106 units proposed at the Beazer development to generate 21 age-restricted bonuses and 15 family rental bonuses for a total of 36 rental bonus credits; and

WHEREAS, the Beazer project is currently under construction and is more than 50 percent complete; and

WHEREAS, despite the language in the certified plan requiring 15 non-age-restricted rental units in this development, municipal approvals were granted for a 100 percent age-restricted project; and

WHEREAS, Hopewell Township's certified plan also included a 59-unit RCA with Trenton that has been completed since the date of final substantive certification and all of the \$1,180,000 in RCA funds has been transferred; and

WHEREAS, the Township's certified plan also included a 44-unit rehabilitation program and Hopewell Township has completed 26 rehabilitation projects and has approved and inspected an additional 18 units, and the Township has satisfied its rehabilitation obligation; and

WHEREAS, on May 11, 2005, a COAH task force met to review Hopewell Township's compliance with the terms of its substantive certification; and

WHEREAS, on May 13, 2005, COAH issued a letter advising Hopewell Township of the concerns raised by COAH staff and the COAH task force regarding the Township's compliance with the terms of its certified plan; and

Hopewell Township,
Mercer County
July 27, 2005

WHEREAS, Hopewell Township representatives subsequently advised COAH staff that the Township's counsel is currently negotiating with the developer of the Beazer site to produce the 15 non age-restricted rental units required by the certified plan; and

WHEREAS, Hopewell Township's rental obligation is 130 units and the Township will fulfill its rental obligation with five units at Pennington Point, four credits for alternative living arrangement bedrooms, 35 units in the second Trenton RCA and the 106 units at Beazer; and

WHEREAS, Hopewell Township's certified plan included a development fee ordinance that was approved by COAH on March 14, 1994 and adopted by the Township on May 2, 1994; and

WHEREAS, COAH approved Hopewell Township's spending plan on August 2, 1995; and

WHEREAS, the Township's motion for extended substantive certification reported that it has collected a total of \$7,628,789 in development fees and expended \$347,872 on Affordable Housing Programs, \$530,655 on rehabilitation, \$5,000 on Affordability Assistance, \$3,587,000 on RCA transfers and \$253,673 on administration, for total expenditures of \$4,724,200 and a remaining balance of \$2,904,589; and

WHEREAS, pursuant to N.J.A.C. 5:93-8.16(c), at least 30 percent of the balance of revenues collected on an annual basis that are not used for a new construction project, an RCA or rehabilitation activities must be devoted to render units more affordable and Hopewell Township's development fee monitoring report demonstrates that Hopewell Township has not spent sufficient development fee revenues on affordability assistance.

NOW THEREFORE, BE IT RESOLVED that COAH hereby grants Hopewell Township, Mercer County, extended substantive certification subject to the following condition:

Hopewell Township,
Mercer County
July 27, 2005

Hopewell Township shall provide to COAH, prior to September 14, 2005, an executed developer's agreement for 15 non-age-restricted rental units on the Beazer site so that the units are eligible for 15 rental bonuses pursuant to COAH criteria; and

BE IT FURTHER RESOLVED that if the condition listed above is not satisfied prior to September 14, 2005, Hopewell Township's second round substantive certification shall automatically expire; and

BE IT FURTHER RESOLVED that if the above condition is met, this extended substantive certification of Hopewell Township's Housing Element and Fair Share Plan is granted for a period of time not beyond December 20, 2005 or until Hopewell Township files or petitions for third round substantive certification, whichever is earlier; and

BE IT FURTHER RESOLVED that Hopewell Township shall immediately begin expending 30 percent of the balance of revenues collected on an annual basis that are not used for a new construction project, an RCA or rehabilitation activities to make units in the COAH-certified Housing Element and Fair Share Plan more affordable and examples of such activities include but are not limited to, down payment assistance, low interest loans, and rental assistance; and

BE IT FURTHER RESOLVED that COAH shall monitor compliance with this requirement when Hopewell Township petitions for third round substantive certification and Hopewell Township must submit a report on the expenditures of the balance remaining in the Township's affordable housing trust fund with its petition for third round substantive certification; and

BE IT FURTHER RESOLVED that the Township shall also submit a revised spending plan with its petition for third round substantive certification, and this plan must detail anticipated expenditures and a timetable to expend development fee revenues; and

Hopewell Township,
Mercer County
July 27, 2005

BE IT FURTHER RESOLVED that failure to comply with COAH's regulations on development fees and spending plans may result in COAH taking action pursuant to N.J.A.C. 5:94-6.16; and

BE IT FURTHER RESOLVED that Hopewell Township shall continue to comply with all terms and conditions of its substantive certification; and

BE IT FURTHER RESOLVED that Hopewell Township's certified plan provides a realistic opportunity for the development of affordable housing, pending the Township's satisfaction of the one condition above; and

BE IT FURTHER RESOLVED that all ordinances implementing the original substantive certification shall remain in effect for the duration of the extended substantive certification; and

BE IT FURTHER RESOLVED that Hopewell Township's extended substantive certification is conditioned on the Township's continued implementation of its certified Housing Element and Fair Share Plan.

I hereby certify that this Resolution was duly
adopted by the Council on Affordable Housing
at its meeting on July 27, 2005.


Renée Reiss
Council Secretary

Hopewell Township

Mercer

The Honorable Arlene Kemp
Hopewell Township
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Annette C. Bielawski, Clerk
Hopewell Township
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Bruce Hilling, Administrator
Hopewell Township
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Edwin W. Schmierer, Esq.
Mason, Griffin & Pierson
101 Poor Farm Road
P.O. Box 391
Princeton, NJ 08542

Joan Kiernan-O'Toole
Planning Board Secretary
Township of Hopewell
201 Washington Crossing - Pennington Road
Titusville, NJ 08560

Karen Murphy, Chair
Hopewell Township Planning Board
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Mark Iorio, Deputy Mayor
Township of Hopewell
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Michael Bolan, PP, AICP
Banisch Associates, Inc.
P.O. Box 154
Sergeantsville, NJ 08557

Paul Pogorzelski, Municipal Engineer
Van Cleef Engineering
2345 Route 33
Robbinsville, NJ 08691

Steven P. Goodell, Esq.
Herbert, Van Ness, Cayci & Goodell
Municipal Attorney
22 Chambers Street
Princeton, NJ 08542

Princeton Child Development Institute
300 Cold Soil Road
Princeton, NJ 08540

Center for Innovative Family Achievement
2482 Pennington Road
Trenton, NJ 08534

Bruce M. Schragger, Esq.
Schragger, Laving & Nagy
Mountain View Office Park
840 Bear Tavern Road, Suite 307
West Trenton, NJ 08628

Joseph D'Agostino
Featherbed Lane Rest Home
23 Featherbed Lane
Hopewell, NJ 08525

Hopewell Township**Mercer**

Peter Blicher
Pennington Properties
Pennington Point Properties
23 Route 31 North, Suite A20
Pennington, NJ 08534

Rhonda Coe
Director of Housing Production
City of Trenton
319 East State Street
Trenton, NJ 08608

Robert Ridolphi, Esq.
for Beazer Homes (Trafalgar House Residential)
26 Harbourton - Woodsville Road
Pennington, NJ 08534



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING

101 SOUTH BROAD STREET

PO BOX 813

TRENTON, NJ 08625-0813

(609) 292-3000

(609) 633-6056 (FAX)

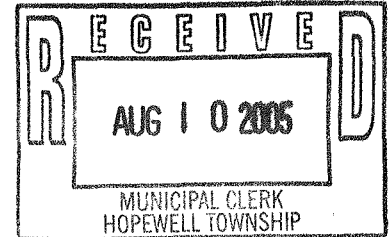
coahmail@dca.state.nj.us

RICHARD J. CODEY
Acting Governor

CHARLES A. RICHMAN
Acting Commissioner

LUCY VOORHOEVE
Executive Director

July 28, 2005



The Honorable Arlene Kemp
Mayor, Hopewell Township
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Dear Mayor Kemp:

Enclosed is a copy of the Council on Affordable Housing's (COAH's) resolution granting Hopewell Township an extension of substantive certification at its July 27, 2005 meeting with the conditions listed below. The grant of extended substantive certification of Hopewell Township's housing element and fair share plan is extended for a period of time not to exceed December 20, 2005, or until Hopewell Township files or petitions for third round substantive certification, whichever is earlier.

- Hopewell Township shall provide to COAH, prior to September 14, 2005, an executed developer's agreement for 15 non-age restricted rental units on the Beazer site so that the units are eligible for 15 rental bonuses pursuant to COAH criteria.

Please note that if the condition listed above are not satisfied within the prescribed time period, Hopewell Township's second round substantive certification shall automatically expire.

Please take note that in the resolution extending substantive certification, COAH is directing Hopewell Township to do the following:

1. Hopewell Township shall immediately begin expending 30 percent of the balance of revenues collected on an annual basis that are not used for a new construction project, an RCA or rehabilitation activities to make units in the COAH-certified Housing Element and Fair Share Plan more affordable and examples of such activities include, but are not limited to, down payment assistance, low interest loans, and rental assistance.

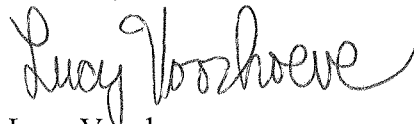


The Honorable Arlene Kemp
July 28, 2005
Page 2

2. COAH shall monitor compliance with this requirement when Hopewell Township petitions for third round substantive certification and Hopewell Township must submit a report on the expenditures of the balance remaining in the Township's affordable housing trust fund at the time the Borough submits a third round petition for substantive certification.
3. Hopewell Township must submit a revised spending plan with its third round petition that shall detail anticipated expenditures and a specific timetable to expend development fee revenues.

If you have any questions; please contact Kate Butler at (609) 292-4338.

Sincerely,

A handwritten signature in black ink that reads "Lucy Voorhoeve". The signature is fluid and cursive, with the first name "Lucy" and last name "Voorhoeve" clearly legible.

Lucy Voorhoeve
Executive Director

c: attached service list
Kate Butler, COAH

Extended Substantive Certification Fact Sheet
Hopewell Township, Mercer County
July 21, 2005
Prepared By:
Kate Butler, P.P., AICP

Hopewell Township received final second round substantive certification on January 8, 1997. The Township's cumulative 1987-1999 obligation is 564 units consisting of 520 new construction units and 44 rehabilitation units. Hopewell Township's obligation was adjusted through a 46-unit first round substantial compliance reduction, leaving a net affordable housing obligation of 518 units, consisting of 474 new construction units and 44 rehabilitation units. The plan certified by COAH incorporated a total of 290 credits for units that had been built and no credits for units that had been previously rehabilitated pursuant to COAH rules, leaving a remaining obligation of 228 units, consisting of a 184-unit new construction obligation and a 44-unit rehabilitation obligation.

The Housing Element and Fair Share Plan that was certified by COAH addressed Hopewell Township's remaining obligation as follows:

	Rehabilitation Component		New Construction Component	
Remaining Obligation:	44		184	
<i>Plan Elements</i>	<i>Proposed</i>	<i>Completed</i>	<i>Proposed</i>	<i>Completed/ Under Construction</i>
Beazer Homes (AKA Trafalgar)			91	91
21 rental bonuses for age-restricted units			21	21
15 family units			15	0
15 rental bonuses for family units			15	0
RCA with Trenton			59	59
Township rehabilitation program	44	44		
Total			201	171
SHORTFALL		0		-13

Recommendation: Grant extended substantive certification with a condition

REPORT REVIEWING MOTION FOR EXTENDED SUBSTANTIVE CERTIFICATION

Hopewell Township, Mercer County

Prepared by:

Kate Butler, P.P., AICP

July 21, 2005

I. INTRODUCTION

The Council on Affordable Housing (COAH) adopted N.J.A.C. 5:91-14 as an interim procedural rule, effective November 1, 1999, which was designed to address the anticipated gap between the expiration of second round low- and moderate-income housing requirements and the promulgation of a third round methodology and corresponding rules. Specifically, the rule adopted by COAH in 1999 established a mechanism whereby municipalities that had received second round certification from COAH could request an extension for a period of time up to one year after the effective date of COAH's third round rules, provided the municipality requested the extension by resolution of the governing body and committed to petition COAH with a third round plan prior to the expiration of the extension.

COAH's interim procedural rule was the subject of several appeals. On August 31, 2004, the Appellate Division of the Superior Court of New Jersey issued a consolidated opinion on these related appeals and determined that while COAH does have the authority to grant extended substantive certifications, it must provide for adequate public notice. The court further opined that COAH must "engage in a principled review of each municipality's compliance and conduct before it can qualify for an extended certification" and directed COAH to adopt rules governing the process municipalities must follow to secure extensions. In re Six Month Extension of N.J.A.C. 5:91-1 et seq. et al., 372 N.J. Super. 61 (App. Div. 2004).

In compliance with the directive of the Appellate Division, COAH adopted N.J.A.C. 5:91-14.3 as an emergency rule, which became effective on October 13, 2004, and N.J.A.C. 5:95-15.2 which replaced the October 13th rule on December 20, 2004. These revised procedures require municipalities seeking extended substantive certification to do so by filing a formal motion with COAH, providing adequate public notice and providing documentation from which COAH's review can be based.

This report reviews the request for extended substantive certification that was submitted in a motion filed by Hopewell Township, Mercer County, on December 9, 2004. Hopewell Township filed its motion prior to the December 13, 2004 deadline established by N.J.A.C. 5:91-14.3 and N.J.A.C. 5:95-15.2. Hopewell Township was originally granted extended substantive certification by COAH on December 4, 2002, under N.J.A.C. 5:91-14.

The motion schedule established by COAH provided for opposing briefs to be filed by December 29, 2004. No opposing briefs were received by COAH.

II. COMPLIANCE REVIEW

Hopewell Township submitted documentation in support of its motion that included a proposed schedule for the submission of a petition for third round substantive certification, a statement describing the progress of the Township's compliance with the terms of its 1987-1999 substantive certification, and current monitoring reports. Hopewell Township has committed to submitting a newly adopted Housing Element and Fair Share Plan to address its third round obligation prior to December 20, 2005.

The second round affordable housing obligation for Hopewell Township is 564 units, consisting of 520 new construction units and 44 rehabilitation units. Hopewell Township's new construction obligation was adjusted by COAH as a result of a first round 46-unit substantial compliance reduction, leaving a net new construction obligation of 474 units and a rehabilitation obligation of 44 units.

Hopewell Township received conditional second round substantive certification on October 23, 1996, and final substantive certification on January 8, 1997. The final plan certified by COAH included a total of 290 credits and bonus credits made up of five age-restricted for-sale units at Pennington Point, 100 family for-sale units at Drakes Mill, 38 family for-sale units at Brandon Farms, four alternative living arrangement bedrooms and four rental bonus credits, 139 units that had been transferred to Trenton via two RCAs and no units that had been

previously rehabilitated pursuant to COAH rules. Hopewell Township's remaining affordable housing obligation is 228 units and consists of a 184-unit new construction obligation and a 44-unit rehabilitation obligation.

The Housing Element and Fair Share Plan that was certified by COAH addressed Hopewell Township's remaining affordable housing obligation with the following elements:

New Construction:

- Zoned Site #1 Beazer- 91 age-restricted rental units, 15 family rental units and 36 rental bonus credits
- Proposed RCA – 59 units to Trenton

Rehabilitation:

- Municipal Rehabilitation Program – 44 units

The status of each of these plan elements is summarized below, based on information submitted as part of Hopewell Township's motion requesting extended substantive certification and on supplemental information requested by COAH as necessary during its review.

NEW CONSTRUCTION

Beazer

The certified plan for Hopewell Township included zoning on 75 acres at Block 78, Lot 10.01, which was to produce 150 rental units including 135 age-restricted rental units and 15 units accessible to households who have a member with a disability. On October 28, 1996, Hopewell Township received a waiver from the number of units it could age-restrict pursuant to N.J.A.C. 5:93-5.14. The Township received credit for 106 total units consisting of 91 age-restricted rental units and 15 family rental units. This waiver increased the limit on age-restricted units from 76 units to 91 units. The certified plan also relied on these 106 units to generate a total of 36 rental bonuses. The 91 age-restricted rental units qualified for a one and one-third bonus credit pursuant to N.J.A.C. 5:93-5.15(d)2 (21 bonuses) and the 15 family rental

units qualified for a two for one bonus credit pursuant to N.J.A.C. 5:93-5.15(d)1 (15 bonuses). The site is currently under construction and is more than 50 percent complete. However, the municipal approval granted for the site allowed a 100 percent age-restricted development. Proceeding in this manner would eliminate the 15 rental credits and 15 rental bonuses required when the non age-restricted component of the development was certified to produce units accessible to households where a family member has a disability.

On May 11, 2005, a COAH task force met to discuss Hopewell Township's motion request for extended substantive certification. On May 13, 2005, COAH issued a letter advising Hopewell Township of the concerns raised by COAH staff and the COAH task force regarding the Township's compliance with the terms of its certified plan.

Hopewell Township representatives subsequently advised COAH staff on July 18 that the Township counsel is currently negotiating with the developer of the site to produce the 15 non age-restricted rental units required by the certified plan.

Regional Contribution Agreement III with Trenton

The certified plan for Hopewell Township proposed a 59-unit RCA with Trenton. This RCA was approved by COAH on January 8, 1997, and included a total transfer of \$1,180,000. At the time Hopewell Township filed its motion for extended substantive certification, all funds had been transferred.

[59 RCA units]

REHABILITATION

At the time of its motion requesting extended substantive certification, Hopewell Township, through its municipal rehabilitation program, has completed the rehabilitation of 26 units in accordance with COAH regulations and has identified 18 additional units for rehabilitation. These additional units have been approved for the program and have received an

initial inspection. The average expenditure for these rehabilitations was \$17,617. Hopewell Township has satisfied its rehabilitation obligation.

[44 rehabilitation credits]

RENTAL COMPONENT

Pursuant to N.J.A.C. 5:93-5.15, Hopewell Township's rental component was established to be 130 units. This requirement will be satisfied with five units at Pennington Point, four credits for alternative living arrangement bedrooms, 35 units as part of the second Trenton RCA and the 106 units at Beazer.

DEVELOPMENT FEE ORDINANCE

Hopewell Township's certified plan included a development fee ordinance that was approved by COAH on March 14, 1994 and adopted by the Township on May 2, 1994. COAH approved Hopewell Township's spending plan on August 2, 1995. The Township's motion for extended substantive certification reported that it has collected a total of \$7,628,789 in development fees and expended \$347,872 on Affordable Housing Programs, \$530,655 on rehabilitation, \$5,000 on Affordability Assistance, \$3,587,000 on RCA transfers and \$253,673 on administration, for total expenditures of \$4,724,200 and a remaining balance of \$2,904,589.

Pursuant to N.J.A.C. 5:93-8.16(c), at least 30 percent of the balance of revenues collected on an annual basis that are not used for a new construction project, an RCA or rehabilitation activities must be devoted to render units more affordable. Hopewell Township's development fee monitoring report demonstrates that Hopewell Township has not spent sufficient development fee revenues on affordability assistance. Hopewell Township must immediately begin expending 30 percent of the balance of revenues collected on an annual basis that are not used for a new construction project, an RCA or rehabilitation activities to make units in the COAH-certified Housing Element and Fair Share Plan more affordable. Examples of such

activities include but are not limited to, down payment assistance, low interest loans, and rental assistance. COAH will monitor compliance with this requirement when Hopewell Township petitions for third round substantive certification.

Hopewell Township must submit a report on the expenditures of the balance remaining in the Township's affordable housing trust fund with its petition for third round substantive certification. Hopewell must also submit a revised spending plan with its petition for third round substantive certification, which must detail anticipated expenditures and a timetable to expend development fee revenues. Failure to comply with COAH's regulations on development fees and spending plans may result in COAH taking action pursuant to N.J.A.C. 5:94-6.16.

IMPLEMENTING ORDINANCES

Hopewell Township was required to adopt the following implementing ordinances within 45 days of the grant of substantive certification:

Fair Share Ordinance

Affirmative Marketing Ordinance

Hopewell Township adopted its combined Fair Share Ordinance and Affirmative Marketing Ordinance, entitled 'Land Use and Development Ordinance', number 97-1084, on November 3, 1997.

III. OPPOSING AND REPLY BRIEFS RECEIVED BY COAH

COAH did not receive any comments opposing Hopewell Township's motion requesting extended substantive certification.

IV. RECOMMENDATION

Hopewell Township received substantive certification from COAH on January 8, 1997, for a Fair Share Plan that includes 151 credits and bonus credits for units that have been built, 46 credits in the form of reduction for substantial compliance, 139 credits for units that have been transferred via an RCA and no credit for units that had been rehabilitated. Hopewell Township's certified plan addressed its remaining affordable housing obligation with zoning for the creation of 91 age-restricted rental units and 15 family rental units accessible to households with a member who has a disability at the Beazer Homes site, a 59-unit RCA with Trenton and a 44-unit rehabilitation program.

The Township has completed the 59-unit RCA with Trenton and its 44-unit rehabilitation obligation. However, the Township has not created the 15 family rental units in the Beazer development, nor has it provided COAH with a developer's agreement documenting that these units will not be age-restricted. The certified plan calls for these units to be accessible to family households where a household member has a disability.

COAH staff recommends that COAH grant an extension of Hopewell Township's substantive certification with the condition that the Township provide an executed developer's agreement for the 15 non-age-restricted rental units prior to September 14, 2005.

Hopewell Township must submit a developer's agreement that guarantees the creation of these 15 non-age-restricted rental units at the Beazer development, pursuant to COAH criteria, so that the units are also eligible for 15 rental bonuses.

RESOLUTION GRANTING EXTENDED SUBSTANTIVE CERTIFICATION WITH A
CONDITION # ES-140

Hopewell Township, Mercer County

WHEREAS, Hopewell Township, Mercer County, received conditional substantive certification from the New Jersey Council on Affordable Housing (COAH) on October 23, 1996 and final substantive certification on January 8, 1997 for a period of six years; and

WHEREAS, N.J.A.C. 5:95-15.2 permits COAH-certified municipalities to request an extension of substantive certification of their 1987-1999 Housing Element and Fair Share Plan until December 20, 2005; and

WHEREAS, Hopewell Township moved for extended substantive certification by motion on December 9, 2005, as per N.J.A.C. 5:95-12; and

WHEREAS, Hopewell Township's governing body adopted a resolution on November 22, 2005 requesting the extension, committing to continue to implement the certified second round plan and committing to file or petition for third round substantive certification in accordance with N.J.A.C. 5:94 and N.J.A.C. 5:95 by December 20, 2005; and

WHEREAS, notice of the motion was published in the Trenton Times on November 26, 2004; and

WHEREAS, Hopewell Township served the motion upon the service list maintained by COAH as per N.J.A.C. 5:95-15.2(c)2; and

WHEREAS, Hopewell Township submitted documentation demonstrating that all applicable ordinances implementing the 1987-1999 substantive certification are in effect; and

WHEREAS, Hopewell Township's motion and accompanying documentation comply with the requirements set forth in N.J.A.C. 5:95-15.2; and

WHEREAS, during the 20-day public comment period, COAH received no comments to Hopewell Township's motion for extended substantive certification; and

WHEREAS, COAH staff conducted a principled review of Hopewell Township's certified plan and prepared a COAH Report Reviewing Motion for Extended Substantive Certification on July 21, 2005 (attached hereto as Exhibit A and incorporated by reference herein); and

WHEREAS, Hopewell Township's cumulative fair share obligation is 564 affordable housing units, consisting of a 44-unit rehabilitation obligation and a 520-unit new construction obligation; and

WHEREAS, on October 28, 1996, Hopewell Township received a waiver from the number of units it could age-restricted pursuant to N.J.A.C. 5:93-5.14; and

WHEREAS, the plan granted final certification by COAH on January 8, 1997 included a first round 46-unit substantial compliance reduction and 290 credits and bonus credits, yielding a remaining new construction obligation of 184 units and a remaining rehabilitation obligation of 44 units; and

WHEREAS, the Housing Element and Fair Share Plan that was certified by COAH addressed Hopewell Township's remaining obligation with zoning to create 106 total affordable housing units, 59 units to be transferred via a regional contribution agreement (RCA) units and a 44-unit rehabilitation program; and

WHEREAS, the certified plan for Hopewell Township included zoning on 75 acres at Block 78, Lot 10.01, known as the Beazer Project, which was to produce a total of 150 rental units, consisting of 135 age-restricted rental units, and 15 non age-restricted rental units accessible to households where a family member has a disability; and

WHEREAS, the Township received a waiver from COAH's age-restricted cap at N.J.A.C. 5:93-5.14 to allow an increase of eligible age-restricted units from 76 units to 91 units; and

WHEREAS, the certified plan relied on the 106 units proposed at the Beazer development to generate 21 age-restricted bonuses and 15 family rental bonuses for a total of 36 rental bonus credits; and

WHEREAS, the Beazer project is currently under construction and is more than 50 percent complete; and

WHEREAS, despite the language in the certified plan requiring 15 non-age-restricted rental units in this development, municipal approvals were granted for a 100 percent age-restricted project; and

WHEREAS, Hopewell Township's certified plan also included a 59-unit RCA with Trenton that has been completed since the date of final substantive certification and all of the \$1,180,000 in RCA funds has been transferred; and

WHEREAS, the Township's certified plan also included a 44-unit rehabilitation program and Hopewell Township has completed 26 rehabilitation projects and has approved and inspected an additional 18 units, and the Township has satisfied its rehabilitation obligation; and

WHEREAS, on May 11, 2005, a COAH task force met to review Hopewell Township's compliance with the terms of its substantive certification; and

WHEREAS, on May 13, 2005, COAH issued a letter advising Hopewell Township of the concerns raised by COAH staff and the COAH task force regarding the Township's compliance with the terms of its certified plan; and

WHEREAS, Hopewell Township representatives subsequently advised COAH staff that the Township's counsel is currently negotiating with the developer of the Beazer site to produce the 15 non age-restricted rental units required by the certified plan; and

WHEREAS, Hopewell Township's rental obligation is 130 units and the Township will fulfill its rental obligation with five units at Pennington Point, four credits for alternative living arrangement bedrooms, 35 units in the second Trenton RCA and the 106 units at Beazer; and

WHEREAS, Hopewell Township's certified plan included a development fee ordinance that was approved by COAH on March 14, 1994 and adopted by the Township on May 2, 1994; and

WHEREAS, COAH approved Hopewell Township's spending plan on August 2, 1995; and

WHEREAS, the Township's motion for extended substantive certification reported that it has collected a total of \$7,628,789 in development fees and expended \$347,872 on Affordable Housing Programs, \$530,655 on rehabilitation, \$5,000 on Affordability Assistance, \$3,587,000 on RCA transfers and \$253,673 on administration, for total expenditures of \$4,724,200 and a remaining balance of \$2,904,589; and

WHEREAS, pursuant to N.J.A.C. 5:93-8.16(c), at least 30 percent of the balance of revenues collected on an annual basis that are not used for a new construction project, an RCA or rehabilitation activities must be devoted to render units more affordable and Hopewell Township's development fee monitoring report demonstrates that Hopewell Township has not spent sufficient development fee revenues on affordability assistance.

NOW THEREFORE, BE IT RESOLVED that COAH hereby grants Hopewell Township, Mercer County, extended substantive certification subject to the following condition:

Hopewell Township shall provide to COAH, prior to September 14, 2005, an executed developer's agreement for 15 non-age-restricted rental units on the Beazer site so that the units are eligible for 15 rental bonuses pursuant to COAH criteria; and

BE IT FURTHER RESOLVED that if the condition listed above is not satisfied prior to September 14, 2005, Hopewell Township's second round substantive certification shall automatically expire; and

BE IT FURTHER RESOLVED that if the above condition is met, this extended substantive certification of Hopewell Township's Housing Element and Fair Share Plan is granted for a period of time not beyond December 20, 2005 or until Hopewell Township files or petitions for third round substantive certification, whichever is earlier; and

BE IT FURTHER RESOLVED that Hopewell Township shall immediately begin expending 30 percent of the balance of revenues collected on an annual basis that are not used for a new construction project, an RCA or rehabilitation activities to make units in the COAH-certified Housing Element and Fair Share Plan more affordable and examples of such activities include but are not limited to, down payment assistance, low interest loans, and rental assistance; and

BE IT FURTHER RESOLVED that COAH shall monitor compliance with this requirement when Hopewell Township petitions for third round substantive certification and Hopewell Township must submit a report on the expenditures of the balance remaining in the Township's affordable housing trust fund with its petition for third round substantive certification; and

BE IT FURTHER RESOLVED that the Township shall also submit a revised spending plan with its petition for third round substantive certification, and this plan must detail anticipated expenditures and a timetable to expend development fee revenues; and

BE IT FURTHER RESOLVED that failure to comply with COAH's regulations on development fees and spending plans may result in COAH taking action pursuant to N.J.A.C. 5:94-6.16; and

BE IT FURTHER RESOLVED that Hopewell Township shall continue to comply with all terms and conditions of its substantive certification; and

BE IT FURTHER RESOLVED that Hopewell Township's certified plan provides a realistic opportunity for the development of affordable housing, pending the Township's satisfaction of the one condition above; and

BE IT FURTHER RESOLVED that all ordinances implementing the original substantive certification shall remain in effect for the duration of the extended substantive certification; and

BE IT FURTHER RESOLVED that Hopewell Township's extended substantive certification is conditioned on the Township's continued implementation of its certified Housing Element and Fair Share Plan.

I hereby certify that this Resolution was duly
adopted by the Council on Affordable Housing
at its meeting on July 27, 2005.


Renée Reiss
Council Secretary

Hopewell Township

Mercer

The Honorable Arlene Kemp
Hopewell Township
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Annette C. Bielawski, Clerk
Hopewell Township
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Bruce Hilling, Administrator
Hopewell Township
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Edwin W. Schmierer, Esq.
Mason, Griffin & Pierson
101 Poor Farm Road
P.O. Box 391
Princeton, NJ 08542

Joan Kiernan-O'Toole
Planning Board Secretary
Township of Hopewell
201 Washington Crossing - Pennington Road
Titusville, NJ 08560

Karen Murphy, Chair
Hopewell Township Planning Board
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Mark Iorio, Deputy Mayor
Township of Hopewell
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

Michael Bolan, PP, AICP
Banisch Associates, Inc.
P.O. Box 154
Sergeantsville, NJ 08557

Paul Pogorzelski, Municipal Engineer
Van Cleef Engineering
2345 Route 33
Robbinsville, NJ 08691

Steven P. Goodell, Esq.
Herbert, Van Ness, Cayci & Goodell
Municipal Attorney
22 Chambers Street
Princeton, NJ 08542

Princeton Child Development Institute
300 Cold Soil Road
Princeton, NJ 08540

Center for Innovative Family Achievement
2482 Pennington Road
Trenton, NJ 08534

Bruce M. Schragger, Esq.
Schragger, Laving & Nagy
Mountain View Office Park
840 Bear Tavern Road, Suite 307
West Trenton, NJ 08628

Joseph D'Agostino
Featherbed Lane Rest Home
23 Featherbed Lane
Hopewell, NJ 08525

Hopewell Township

Mercer

Peter Blicher
Pennington Properties
Pennington Point Properties
23 Route 31 North, Suite A20
Pennington, NJ 08534

Rhonda Coe
Director of Housing Production
City of Trenton
319 East State Street
Trenton, NJ 08608

Robert Ridolphi, Esq.
for Beazer Homes (Trafalgar House Residential)
26 Harbourn - Woodsville Road
Pennington, NJ 08534

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION

RALPH S. MASON (1913-1988)
GORDON D. GRIFFIN
KESTER R. PIERSON
EDWIN W. SCHMIERER
CRAIG H. DAVIS (1947-1997)
KRISTINA P. HADINGER
DONALD B. VEIX, JR.[†]
CHARLES F. HARRIS
EDMOND M. KONIN**
VALERIE L. HOWE*
SHAWN M. NEUFELD[†]
TRISHKA WATERBURY[†]
LISA M. RANDAZZESE[†]
ALLISON S. ZANGRILLI**
RAYMOND M. KANG[†]
KEVIN A. VAN HISE[†]

COUNSELLORS AT LAW

101 POOR FARM ROAD
P.O. BOX 391

PRINCETON, NJ 08542

TELEPHONE: (609) 921-6543

FACSIMILE: (609) 683-7978

mgp@mgplaw.com

www.mgplaw.com

FLEMINGTON OFFICE
32 Church Street
Flemington, NJ 08822
Telephone: (866) 647-5291

PENNINGTON OFFICE
2 Tree Farm Road, A230
Pennington, NJ 08534
Telephone: (609) 436-1270

OF COUNSEL
ALLEN N. GROSSMAN[†]
Princeton Office

ALSO ADMITTED IN:

*PA *NY
*FL *VA

August 23, 2006

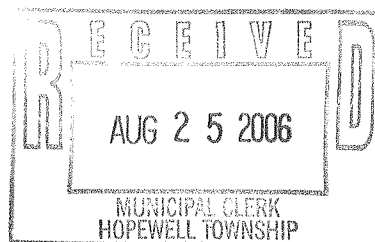
via hand-delivery

New Jersey Council on Affordable Housing

Attention: Sarah Murphy, P.P.

101 South Broad Street

Trenton, NJ 08625-0813



Re: Township of Hopewell, Mercer County, New Jersey: Petition for Third Round Substantive Certification/Housing Element and Fair Share Plan

Dear Ms. Murphy:

I am writing to you in my capacity as Special Counsel to the Township of Hopewell concerning its Affordable Housing Program.

After a preliminary review of Hopewell Township's Housing Element and Fair Share Plan which was submitted for Third Round Substantive Certification, your office requested additional documentation and information in order to complete your staff review.

On behalf of the Township of Hopewell, I hand-deliver your requested additional information.

If you have any questions or need any further information, please feel free to contact me.

Very truly yours,

Edwin W. Schmierer

Direct Dial: (609)436-1200

Email: e.schmierer@mgplaw.com

EWS:jv

enc.

cc: Vanessa Sandom, Mayor (w/o enc.)

Bruce Hilling, Administrator (w/o enc.)

Anne Moore, Affordable Housing Coordinator (w/o enc.)

Edward Truscelli, Chair Affordable Housing Committee (w/o enc.)

Michael P. Bolan, P.P./A.I.C.P., Planning Consultant (w/o enc.)

August 22, 2006

Response to COAH's Incomplete Letter of May 24, 2006

(The item numbers listed below correspond to the item numbers in COAH's May 24, 2006 report)

1. Hopewell Township issued 176 certificates of occupancy (COs) in 2004 (Table R2) and 113 COs in 2005. In 2006 we anticipate approximately 180 COs. The bulk of these COs (331 of the 469) are for the two projects, Hopewell Grant and Hopewell Crossing, that are excluded from the growth projection because they are an inclusionary development (Table R6). The remaining residential growth between now and 1/1/04 of 247 units (716 units from Table R7 minus the 469 units noted above) is anticipated to be roughly evenly distributed over the 7 years at a rate of 35 units per year. Any other residential development will be subject to the growth share ordinance, or will be an inclusionary development providing more than its growth share obligation. We also anticipate 2 demolitions per year based on historical trends.

Nonresidential development is very difficult to predict, as it depends on market forces and the developers preference. The DVRPC projects 3,118 jobs (Table NR1), or 312 jobs per year, of which 315 jobs occurred in 2004 (Table NR1). We anticipate that, on average, approximately 312 jobs per year will be created, although this could range up to 525 jobs per year for the nine years from 2005-2013 if office development picks up (Table NR13). However, it also could be much lower. For example, in 2005 only 141 jobs were created in the Township (47,000 square feet of office space, no retail space, and no other nonresidential development, according to the Construction Reporter data).

2. Under NJAC 5:94-2.3(a), growth projections that are consistent with the projections provided pursuant to NJAC 5:94-2.2(b)4 shall have a presumption of validity. The DVRPC projects a growth share of 182 units (Table T1), **a projection which the Township accepts**. However, the DVRPC projection does not discount the portion of growth share which results from the production of affordable housing. As noted in Tables R6 and R7, 331 of the projected units are the result of producing affordable housing. Subtracting the 331 units from DVRPC's projection of 515 households yields 184 units, or a growth share of 21 affordable units.

The letter also refers to growth share projections of 82 [sic] 182 and 245 affordable units. The 182 unit projection is entirely consistent with the MPO/DVRPC projection. The Fair Share Plan addresses an obligation of 241 units, which is far in excess of the presumptively valid MPO/DVRPC projection of 182 affordable units, without discounting the units that are discounted from the growth share obligation. As indicated above, based on recent trends in

P.O. Box 154, Sergeantsville, NJ 08857-0154

908-782-0835/908-782-7636(fax) banisch@earthlink.net

nonresidential development, the Township's higher projection of 245 affordable units may not occur. If it does occur, the Township's growth share ordinance and other affordable housing programs will address the difference, which are a *de minimus* four units (245-241).

In summary, the Township has fully addressed its presumptively valid projection, and in fact has planned to address far more than the projection.

3. The only planned changes in zoning affect two properties, Block 78, Lot 10.04 and Block 85, Lots 3, 8 and 13. We are enclosing the draft ordinances for these two properties. The properties are within the Township's sewer service area; are proximate to other high density residential uses with access to nonresidential uses; have easy accessibility to the local and regional road network and public transportation; and, are located in Planning Area 2.

The other properties included in the Housing Plan are proposed for municipally sponsored projects or alternative living arrangements, which require no zoning change. The proposed sites are compatible with existing land use patterns and the Township's economic development policies, and can be developed in accordance with state and federal regulations.

4. The prior round obligation will be addressed through the new construction projects discussed in Items 2 and 3 above.
6. The proposed zoning amendments for Block 78, Lot 10.04 and Block 85, Lots 3, 8 and 13 are enclosed.

As to suitability pursuant to NJAC 5:94-4.5, both sites are within Planning Area 2; both sites have had wetlands delineations and are suitable for the proposed use; neither site is within a Category One watershed; and, there are no steep slopes affecting the developability of the sites. Both sites also are in the Township's sewer service area as delineated in the latest approved Wastewater Management Plan (WMP).

Block 78, Lot 10.04 is owned by Beazer Homes; the surrounding land uses include a townhouse development to the east, an age-restricted affordable housing development to the south, a neighborhood/community shopping center to the west, and an age-restricted development to the north; and, the property fronts on Denow Road, a County road extending from Route 31 on the west to Federal City Road on the east. As noted above, the property is within the Township's approved WMP, and has access to public water from the Trenton Water Works.

Block 85, Lots 3, 8 and 13 is under contract to Beazer Homes; the property fronts on Washington Crossing – Pennington Road (County Route 546) to the north and Route 31 to the east; to the south and west are single-family dwellings. As noted above, the property is within the Township's approved WMP, and has access to public water from the Trenton Water Works.

There have been no decisions on applications for development for the proposed affordable housing sites. Concept plans have been submitted.

7. Block 93, Lot 5, a 34 acre parcel on Scotch Road is proposed for 30 affordable units. The Township has acquired this parcel in fee simple. The Township intends to lease or donate this

property to a qualified provider of affordable housing. The discussions that the Township has had with potential developers have focused on a turn-key operation, where the Township would provide the land and permit assistance, and the non-profit developer would assume responsibility for construction and management. The Township assumes a cost for the development of approximately \$4.5 million. Discussions have occurred with Pennrose Properties and Project Freedom, among others, for the development of this parcel. It is anticipated that the non-profit developer will provide the detailed pro-forma for the tract. To the extent necessary the Township could also provide funding for the project from its development fee or payment in lieu of construction trust funds.

Block 34, Lot 8; Block 26, Lot 4.03; Block 2, Lot 8; and Block 130, Lot 77.01 are all proposed for modular units. The Township has prepared its own pro-forma for modular units, and has a pro-forma prepared by Habitat for Humanity for Block 130, Lot 77.01. A 1,000 square foot modular unit with site preparation will cost approximately \$105,000, a new septic will cost approximately \$35,000, and a new well will cost approximately \$10,000, for a total of \$150,000. Since the Township has already purchased these properties there is no land cost. These developments can be funded through the Township's development fee or payment in lieu of construction trust funds.

9. Block 93, Lot 5 is identified for a group home. There are an existing 2-family dwelling with 4 bedrooms and a single-family dwelling with 3 bedrooms on the property. Three organizations have expressed an interest in the property: The ARC of Mercer, Inc.; Enable, Inc.; and, SERV Behavioral Health Systems. The Township intends to provide the land and buildings to the selected provider, who would then provide a more detailed pro-forma. These buildings have been occupied recently and are in good physical condition, so the rehabilitation should not be costly. To the extent necessary the Township could also provide funding for the project from its development fee or payment in lieu of construction trust funds.

Block 92, Lot 49 is also identified for a group home. The existing building recently has been used by a special task force from the Mercer County prosecutor's office. SERV Behavioral Health Systems has expressed an interest in the property. The Township intends to provide the building to the selected provider, who would then provide a more detailed pro-forma. This building has been inspected by the Township's construction official, and may require up to \$200,000 in improvements for conversion to a group home, which is anticipated to be provided by the ultimate user. To the extent necessary the Township could also provide funding for the project from its development fee or payment in lieu of construction trust funds.

15. The draft growth share ordinance is enclosed.
16. The draft third round spending plan is enclosed.

Township of Hopewell Development Fee Spending Plan

August 22, 2006

INTRODUCTION

Hopewell Township has a development fee ordinance that was approved by the Council on Affordable Housing (COAH) on December 20, 2004. This spending plan is prepared in accordance with N.J.A.C. 5:94-6.2(c) and 6.5 and includes the following:

1. Projection of revenues anticipated from imposing fees on development, based on actual proposed and approved developments and historic rate of development activity.
2. A description of the administrative mechanism that the municipality will use to collect and distribute revenues.
3. A description of the anticipated use of all development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, pursuant to N.J.A.C. 5:94-6.12, repayment of loans for rehabilitation or affordability assistance, and voluntary contributions.
4. A schedule for the creation and/or rehabilitation of housing units.
5. If the municipality is including a municipally sponsored or 100 percent affordable program, a new construction alternative living arrangement or an affordable housing partnership program, a pro-forma statement of the anticipated costs and revenues associated with the development.
6. The manner in which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan.

To date, Hopewell Township has \$2,828,584.26 in its affordable housing trust fund. All development fees collected and interest generated by the fees are deposited in a separate interest-bearing account in Wachovia Bank for the purposes of affordable housing.

1. PROJECTION OF REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated between November 29, 2005 and the expiration of substantive certification on December 31, 2013, Hopewell Township considered the following:

- (a) Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals are anticipated to provide \$1,401,500 in development fees at issuance of building permits and/or certificates of occupancy during the period of substantive certification.
- (b) All anticipated projects for development approvals that may apply for building permits and certificates of occupancy are anticipated to provide \$2,205,000 in development fees during the period of substantive certification.
- (c) Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of loans for rehabilitation or affordability assistance, and voluntary contributions are anticipated to provide \$1,130,560 in fees during the period of substantive certification.
- (d) Interest on the projected revenue in the housing trust fund at the current average interest rate is anticipated to provide \$75,656 to accrue to the affordable housing trust fund during the period of substantive certification.

Hopewell Township projects a total of \$4,737,060 in revenue to be collected between November 29, 2005 and the expiration of substantive certification. When the total revenue projected of \$4,737,060 is added to the amount collected to date of \$2,828,584.26 including interest a total of \$7,641,300 will be collected prior to the expiration of substantive certification. All fees listed above will be deposited in a separate interest-bearing account in Wachovia Bank and all interest earned on the account will 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 will be followed by Hopewell Township:

(a) Collection of development fee revenues

The Planning Board Administrator provides a copy of the approving Resolution to the Construction Code Official whenever preliminary, final or other applicable approval is granted for a development which is subject to a development fee.

When a request is made for a building permit, the Construction Department determines if the project is subject to the imposition of a development fee.

If so, the Construction Code Official will notify the township tax assessor to calculate the approximate value of the project and set the fee based on the projected equalized assessed value.

The developer pays 50 percent of the estimated development fee to the Finance Office at the time the building permit is issued. The funds are then forwarded to the Chief Financial Officer and deposited in the affordable housing trust fund. At the time of the issuance of the Certificate of Occupancy, the developer pays the remaining 50 percent, and the funds are forwarded to the Chief Financial Officer and deposited in the affordable housing trust fund.

(b) Distribution of development fee revenues

The Township Committee reviews the request for consistency with the spending plan, forwards the request to the Township's Affordable Housing Committee for its recommendation, and adopts the recommendation by resolution.

The release of funds requires the adoption of the Township Committee resolution in accordance with the COAH-approved spending plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

3. DESCRIPTION OF ANTICIPATED USE OF DEVELOPMENT FEES

- (a) Following subtraction of the development fees collected to finance a RCA and new construction projects, the Township shall use at least 30 percent of the remaining balance to provide affordability assistance to low- and moderate-income households in affordable units included in the Fair Share Plan. One-third of the affordability assistance portion of the collected development fees shall be used to provide affordability assistance to those households earning 30 percent or less of median income. The affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans and rental assistance.

The Township may buy down the cost of low income units to make them affordable to households earning 30 percent or less of median income. The Township understands that it is entitled to bonus credits under NJAC 5:94-4.22 for the use of development fees in this manner.

- (b) The Township shall spend no more than 20 percent of development fee revenues, exclusive of the fees used to fund a RCA, 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. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with Council monitoring requirements.
- (c) The Township shall provide \$3,255,000 to the City of Trenton, or another municipality within its housing region, for a 93 unit Regional Contribution Agreement.

- (d) The Township shall spend the bulk of the development fees on new construction projects. The new construction projects include the acquisition of land for affordable housing, improvements to the purchased land, extensions or improvements to infrastructure, and the purchase of existing housing, modular units and infrastructure.

4. SPENDING PLAN SUMMARY

<i>Revenue</i>	
Existing balance as of 10/19/05	2,828,584
Anticipated future fees	4,737,060
Projected interest	75,656
Total Anticipated Revenues	7,641,300
<i>Expenditures</i>	
Municipal construction of modular units (5 at \$150,000 per unit)	750,000
Regional Contribution Agreement for 93 units	3,255,000
Municipal assistance in the construction of 30 affordable units	1,000,000
Municipal acquisition of property for affordable housing	2,150,000
Affordability assistance	200,000
Funds dedicated to administrative costs	280,000
Total Anticipated Expenditures	7,635,000
Balance	6,300

Fourth Draft, August 22, 2006

**Zoning Ordinance Amendment to Implement the 2005 Housing Plan Element and Fair Share Plan
(Beazer/Denow Road Tract)**

1. Section 17-92, "Lower Income Housing", of Article VI, "Design Standards", of Chapter XVII, "Land Use and Development", of the "Revised General Ordinances of the Township of Hopewell, New Jersey (1978)", is hereby amended to add the following new paragraph i., to read as follows:

i. Planned Residential Development in the R-5 District.

1. Permitted Principal Uses. The following principal uses are permitted, provided that at least 25 percent of the total number of housing units shall be limited to occupancy by low- and moderate-income households.

- (a) Garden apartments or flats, in accordance with the standards in Section 17-92 of the ordinance
- (b) Townhouses, atrium homes, patio homes, duplexes and quadplexes in accordance with the standards in Section 17-92 of the ordinance

2. Permitted Accessory Uses.

- (a) Private garages
- (b) Off-street parking
- (c) Buildings for the storage of maintenance equipment
- (d) Private recreation buildings and facilities
- (e) Open space

3. Development standards. The following zoning standards shall apply to a planned residential development in the R-5 District.

- (a) Minimum tract size. 22 acres
- (b) Maximum density. 5.4 units per acre, based on the total tract size

- (c) Minimum setback from lot lines and streets. 250 feet from the front lot line; 100 feet from the rear lot line; 50 feet from the side lot lines
- (d) Maximum lot coverage. 30 percent
- (e) The tract shall have a minimum width of 800 feet and a minimum depth of 1,000 feet.
- (f) Maximum building height. 3 stories, or 45 feet
- (g) The minimum distance between residential buildings, and between a residential building and an internal driveway, shall be 30 feet.
- (h) A residential building shall contain no more than 16 units
- (i) Accessory buildings and structures shall not be located in the front yard, except for recreational facilities, and shall maintain a setback of 25 feet to side and rear lot lines.
- (j) Off-street parking. Off-street parking shall comply with the Residential Site Improvement Standards.
- (k) Low- and moderate-income housing. Low- and moderate-income housing shall comply with the standards of the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., including but not limited to affordability average, bedroom distribution, occupancy standards, control periods, price restrictions and income eligibility.
- (l) Landscaping.
 - (1) For each 50' of lot width, the applicant shall provide 2 canopy trees (large deciduous trees), 5 understory trees (deciduous and/or evergreen trees) and 15 shrubs.
 - (2) The applicant shall provide a 25' deep landscape screen along the side and rear lot lines. For each 50' that is disturbed along the side or rear lot lines, the applicant shall provide 2 canopy trees (large deciduous trees), 5 understory trees (deciduous and/or evergreen trees) and 15 shrubs.
 - (3) Parking areas shall be screened from adjoining residential uses by the use of berms, landscaping, fencing, or a combination of elements.
- (m) A minimum of 25 percent of the tract shall be provided as open space.
- (n) Buildings shall not exceed an overall building length on one plane of 160 feet.

Second Draft, August 22, 2006

**Zoning Ordinance Amendment to Implement the 2005 Housing Plan Element and Fair
Share Plan (Beazer/Pennington Tract)**

Section 1. Subsection j., "R-100 District: Residential Uses", of Section 17-159, "Residential: R-150, R-100, R-75, R-50, R-5 and R-6", of Article IX, "Zoning Districts", of Chapter XVII, "Land Use and Development", of the "Revised General Ordinances of the Township of Hopewell, New Jersey (19780", is hereby amended to delete the existing paragraph 3 and add the following new paragraph 3., to read as follows:

3. Mixed Age-Restricted and General Residential Housing in the R-100 Zoning District. The purpose of these standards are to permit a mix of age-restricted housing and housing for the general public in a proposed development, provided that the required low- and moderate-income housing is available specifically to the general public.
 - (a) Permitted Principal Uses. The following principal uses are permitted, provided that 25 of the housing units shall be limited to occupancy by low- and moderate-income households that are not age-restricted households.
 - (1) Garden apartments or flats, in accordance with the standards in Section 17-92
 - (2) Townhouses, atrium homes, patio homes, duplexes and quadplexes in accordance with the standards in Section 17-92
 - (3) Detached single-family dwellings in accordance with the standards in Section 17-92
 - (b) Permitted Accessory Uses.
 - (1) Private garages
 - (2) Off-street parking
 - (3) Buildings for the storage of maintenance equipment
 - (4) Private recreation buildings and facilities
 - (5) Open space

(c) Development standards. The following standards shall apply to a mixed age-restricted and general residential housing development in the R-100 District.

- (1) Minimum tract size. 30 acres
- (2) Maximum density. 3 units per acre, based on the original, total tract size
- (3) At least 50 percent of the residential units shall be age-restricted housing units.
- (4) Minimum setback from State, County and primary local streets, and nonresidential perimeter boundary. 100 feet
- (5) Minimum setback from perimeter residential boundary and primary development road. 50 feet
- (6) Minimum setback for townhouses, atrium home, duplexes, quadplexes and detached single-family housing on secondary development road. 25 feet
- (7) The tract shall have a minimum width of 800 feet and a minimum depth of 1,000 feet.
- (8) Maximum building height. 45 feet, with a limit of 3 stories for garden apartments (flats), and 2 ½ stories for townhouses, atrium homes, patio homes, duplexes, quadplexes and detached single-family dwellings.
- (9) The minimum distance between residential buildings, and between a residential building and an internal driveway, shall be 30 feet.
- (10) A residential building shall contain no more than 16 units
- (11) Accessory buildings and structures shall not be located in the front yard, except for recreational facilities, and shall maintain a setback of 25 feet to side and rear lot lines.
- (12) Off-street parking. Off-street parking shall comply with the Residential Site Improvement Standards.
- (13) Low- and moderate-income housing. Low- and moderate-income housing shall comply with the standards of the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., including but not limited to affordability average, bedroom distribution, occupancy standards, control periods, price restrictions and income eligibility.
- (14) Landscaping.
 - a. For each 50' of lot width, the applicant shall provide 2 canopy trees (large deciduous trees), 5 understory trees (deciduous and/or evergreen trees) and 15 shrubs.

- b. The applicant shall provide a 25' deep landscape screen along the side and rear lot lines. For each 50' that is disturbed along the side or rear lot lines, the applicant shall provide 2 canopy trees (large deciduous trees), 5 understory trees (deciduous and/or evergreen trees) and 15 shrubs.
 - c. Parking areas shall be screened from adjoining residential uses by the use of berms, landscaping, fencing, or a combination of elements.
- (15) A minimum of 25 percent of the tract shall be provided as open space.
- (16) Buildings shall not exceed an overall building length on one plane of 160 feet.

hnpb zoningord Beazer Pennington 2nd draft letterhead

Final Draft, August 22, 2006

TOWNSHIP OF HOPEWELL
ORDINANCE NO. 06-

AN ORDINANCE OF THE TOWNSHIP OF HOPEWELL,
COUNTY OF MERCER AND STATE OF NEW JERSEY,
AMENDING CHAPTER XVII OF THE CODE TITLED "LAND USE AND
DEVELOPMENT"
THROUGH THE ESTABLISHMENT OF A NEW ARTICLE XVI TITLED
"GROWTH SHARE AND AFFORDABLE HOUSING PROVISIONS"

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

WHEREAS, the New Jersey Council on Affordable Housing ("COAH") is the State administrative agency created pursuant to the FHA vested with primary jurisdiction for the administration of affordable housing obligations in accordance with sound regional planning considerations in New Jersey; and

WHEREAS, COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1 et seq.) implement a "growth share" approach to affordable housing production which requires affordable housing to be produced in conjunction with market-rate residential and nonresidential growth and development within Hopewell Township; and

WHEREAS, Hopewell Township desires to implement the "growth share" policies promulgated by COAH in its Third Round Substantive Rules in an effort to foster the production of affordable housing opportunities for qualified low and moderate income households through COAH's third round, which extends from 1999 to 2014.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Township Committee of Hopewell Township that the Land Use Ordinance of Hopewell Township be and is hereby amended as follows:

Section 1. The following new Sections are hereby added to a new Article XVI of Chapter XVII, Land Use and Development, to read as follows:

ARTICLE XVI
Growth Share and Affordable Housing Provisions

17-252 Applicability

- a. This subsection of the land use regulations of Hopewell Township sets forth mechanisms by which developers shall provide for a fair share of affordable housing based on growth

that is associated with development taking place within Hopewell Township.

- b. Residential Development. All residential development in the R-50, R-75, R-100, R-150, VRC and MRC zoning districts that results in the construction of new market-rate dwelling units in accordance with N.J.A.C. 5:94-1 et seq., shall be subject to the “growth share” provisions of this ordinance.
- c. Non-residential development. All non-residential development in the HBO, O/CC and SI zoning districts that results in an increase in gross floor area of any existing non-residential structure or the construction of a new non-residential structure in accordance with N.J.A.C. 5:94-1 et seq., shall be subject to the “growth share” provisions of this ordinance. For all non-residential development in the OP, RO-1, RO-2 and RO-3 zoning districts, the first 50 percent of floor area of any preliminary site plan approval shall be subject to the growth share provisions of this ordinance, with the remaining 50 percent of floor area subject to the development fee provisions of Section 10-7 of the Township Code.
- d. The applicant for a development approval shall submit an affordable housing plan with the initial application for completeness. The affordable housing plan shall specify the manner in which the applicant will address the affordable housing obligation, as permitted by ordinance. The plan shall be subject to review by the Planning Board Attorney, Planning Board planner and the Township affordable housing coordinator for consistency with the ordinance. Compliance with the terms of COAH’s rules and the approved plan shall be a condition of any development approval that is granted.

17-253 Residential Growth Share Provisions

- a. All residential development which results in the construction of new market-rate dwelling units in Hopewell Township in R-50, R-75, R-100, R-150, VRC and MRC zoning districts shall provide one affordable unit for every eight market rate units constructed. If the affordable unit is constructed on site the affordable unit shall not be included in the calculation of density for the purposes of this Article.
- b. For developments that result in a number of market-rate residential units not evenly divisible by eight, the developer may construct the additional affordable unit on-site or alternatively, the developer may make a payment in lieu of constructing the additional affordable unit. If the developer selects the latter option, the amount of said payment shall be established by subtracting any whole multiples of eight from the total number of market-rate residential units being created, dividing any remaining number of units by eight and multiplying the resulting fraction by the subsidy required to create an affordable housing unit in Hopewell Township.

The actual payment in lieu of construction made by the developer may be negotiated with the Township considering the actual land cost of the site(s) identified for affordable housing construction elsewhere within Hopewell Township or the substitution of land, site

preparation and/or construction services for all or a portion of the monetary payment otherwise required.

- c. All residential development in the R-50, R-75, R-100, R-150, VRC and MRC zoning districts consisting of less than eight residential units may provide one affordable unit on-site or may make a payment in lieu of constructing the proportionate fraction of the affordable housing unit required. If the developer selects the latter option, the amount of said payment shall be established by dividing the number of market-rate units by eight and multiplying the resulting fraction by the subsidy required to create an affordable housing unit in Hopewell Township.

The actual payment in lieu of construction made by the developer may be negotiated with the Township considering the actual land cost of the site(s) identified for affordable housing construction elsewhere within Hopewell Township or the substitution of land, site preparation and/or construction services for all or a portion of the monetary payment otherwise required.

- d. As an alternative to fulfilling the affordable housing requirements set forth in a. through c. above, developers of residential units in the R-50, R-75, R-100, R-150, VRC and MRC zoning districts may elect to construct an affordable housing unit elsewhere in Hopewell Township or purchase an existing residential unit elsewhere in Hopewell Township in accordance with Hopewell Township's buy-down program, and/or municipally-sponsored rental program which shall comply with applicable COAH rules at N.J.A.C. 5:94-1 et seq.
- e. All residential development not subject to the provisions of a. through d. above shall be subject to the provisions of development fees as set forth in Section 10-7 of the Township Code.

17-254. Non-Residential Growth Share Provisions

- a. All non-residential development in the HBO, O/CC and SI zoning districts that results in an increase in gross floor area of any existing non-residential building or the construction of a new non-residential building in Hopewell Township shall provide one affordable unit for every 25 jobs that results from the application of standards adopted by COAH (presently found in Appendix E of N.J.A.C. 5:94-1 et seq.) and based on use groups, as defined by the International Building Code (IBC) which has been incorporated by reference into the Uniform Construction Code (UCC). For all non-residential development in the OP, RO-1, RO-2 and RO-3 zoning districts, the first 50 percent of floor area of any development approval shall provide one affordable unit for every 25 jobs that results from the application of the above standards.
- b. Except as set forth in c. below, non-residential developers in HBO, O/CC, SI, OP, RO-1, RO-2 and RO-3 zoning districts may construct an affordable housing unit elsewhere in Hopewell Township or purchase an existing residential unit elsewhere in Hopewell Township in accordance with Hopewell Township's, buy-down program, and/or municipally-sponsored rental program which shall comply with applicable COAH rules at

N.J.A.C. 5:94-1 et seq. Affordable units also may be constructed on-site or in a mixed use building. If constructed on-site or in a mixed use building, the floor area of the affordable units shall not be in the calculation of floor area for the purposes of this Article.

- c. As an alternative to fulfilling the affordable housing requirements set forth in a. above, the non-residential developer may make a payment in lieu of constructing the affordable units. The amount of said payment shall be determined by establishing the number of jobs to be created in a development by using the conversion factors published by COAH as Appendix E in N.J.A.C. 5:94-1 et seq., dividing by 25 to determine the number of affordable housing units required and multiplying the resulting figure by the subsidy required to create an affordable housing unit in Hopewell Township.
- d. For developments that result in a number of jobs not evenly divisible by 25, the developer may construct the additional affordable unit off-site in accordance with subsection b. above or alternatively, the developer may make a payment in lieu of constructing an additional affordable unit in accordance with subsection d above. If the developer selects the latter option, the amount of said payment shall be established by subtracting any whole multiples of 25 from the total number of jobs being created, dividing any remaining number of jobs by 25 and multiplying the resulting fraction by the subsidy required to create an affordable housing unit in Hopewell Township.

The actual payment in lieu of construction made by the developer may be negotiated with the Township considering the actual land cost of the site(s) identified for affordable housing construction elsewhere within Hopewell Township or the substitution of land, site preparation and/or construction services for all or a portion of the monetary payment otherwise required.

- e. All non-residential development in the HBO, O/CC and SI zoning districts creating less than 25 jobs may provide one affordable unit off-site in accordance with subsection b. above or may make a payment in lieu of constructing an affordable housing unit. If the developer selects the latter option, the amount of said payment shall be established by dividing the number of jobs by 25 and multiplying the resulting fraction by the subsidy required to create an affordable housing unit in Hopewell Township. For all non-residential development in the OP, RO-1, RO-2 and RO-3 zoning districts, the first 50 percent of floor area of any development approval shall provide one affordable unit for every 25 jobs that results from the application of the above standards.

The actual payment in lieu of construction made by the developer may be negotiated with the Township considering the actual land cost of the site(s) identified for affordable housing construction elsewhere within Hopewell Township or the substitution of land, site preparation and/or construction services for all or a portion of the monetary payment otherwise required.

- f. All non-residential development not subject to the provisions of subsections a. through e. above shall be subject to the provisions of development fees as set forth in Section 10-7 of the Township Code.

17-255. General Provisions for Constructing Affordable Units

- a. Affordable housing units being constructed on-site or off-site shall meet the requirements of the Hopewell Township's affordable housing ordinance, and shall be in conformance with COAH's third round rules at N.J.A.C. 5:94-1 et seq. and the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26.1 et seq., including, but not limited to, requirements regarding phasing schedule, controls on affordability, low/moderate income split, heating source, maximum rent and/or sales prices, affordability average, bedroom distribution, and affirmative marketing.
- b. To the greatest extent possible, affordable housing units being provided within inclusionary developments shall be disbursed throughout inclusionary developments and shall be located within buildings designed to be architecturally indistinguishable from the market-rate units otherwise being constructed within the development. To that end, the scale, massing, roof pitch and architectural detailing (such as the selection of exterior materials, doors, windows, etc.) of the buildings containing the affordable housing units shall be similar to and compatible with that of the market-rate units.
- c. Single-family attached buildings in the form of semi-detached (side-by-side) units or duplex (over and under) units, triplex and quadplex buildings shall be deemed to be permitted uses in the underlying zone when created for the purpose of meeting the growth share obligation on-site and shall conform to the bulk standards set forth in subsection 17-92.d.3.

17-256. Payment in Lieu Provisions

- a. Any payment in lieu amount shall be derived from the analysis of the subsidy required to create an affordable housing unit in Hopewell Township, which analysis shall be on file in the office of the Planning Board. The subsidy shall be adjusted annually based on the actual construction cost of an affordable housing unit, utilizing such indicators as the Consumer Price Index for housing, the NJ Department of Community Affairs construction indicators, or such other reliable source.
- b. All payments in lieu of constructing affordable housing shall be deposited by Hopewell Township into an affordable housing trust fund to be established by Hopewell Township in conformance with regulations established by COAH and shall at all times be identifiable from development fees. These funds shall be used by Hopewell Township in accordance with regulations established by COAH to create new affordable housing opportunities within the physical boundaries of Hopewell Township.

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

MEMORANDUM

TO: Council on Affordable Housing

FROM: Anne B. Moore, Affordable Housing Coordinator *ABM*

DATE: August 24, 2006

RE: Requested Documents

The requested Resolution Appointing a Municipal Housing Liaison will be placed on the Township Committee's regular September 11, 2006 meeting agenda. Cancellation of summer meetings has precluded its consideration prior to that date.

c: Administrator Hilling
Affordable Housing Attorney Schmierer

Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Township of Hopewell County: Mercer
 Sponsor: _____ Developer: CIFA
 Block: 780 Lot: 53 Street Address: 155 Bull Run Road
 Facility Name: Center For Innovative Family Achievement

Type of Facility:

- ☒ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS)
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☐ Other -- Please Specify: _____

of bedrooms occupied by low-income residents 6

of bedrooms occupied by moderate-income residents 0

Separate bedrooms? Yes ☒ No

Affordability Controls? Yes ☒ No

Length of Controls: _____ years

Effective Date of Controls: 1/1/

Expiration Date of Controls: 1/1/

Average Length of Stay: 11 months (transitional facilities only)

The following verification is attached:

- ☐ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ☒ Yes ☐ No

Age-restricted? ☐ Yes ☒ No

Population Served (describe): _____

Accessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☐ No

For proposed new construction projects only:

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State -- Amount \$ _____
- ☐ Balanced Housing -- Amount \$ _____
- ☐ HUD -- Amount \$ _____
- ☐ Federal Home Loan Bank -- Amount \$ _____
- ☐ Farmers Home Administration -- Amount \$ _____
- ☐ Development fees -- Amount \$ _____
- ☐ Bank financing -- Amount \$ _____
- ☐ Other -- Please specify: _____

Are funding sources sufficient to complete project?

☐ Yes ☐ No

Residents qualify as low or moderate income?

☒ Yes ☐ No

☐ CO Date: 2/4/91

Indicate licensing agency:

☒ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: 1/1/91

Current License Date: 1/13/06

Affirmative Marketing Strategy (check all that apply):

☒ DDD/D MHS/DHSS/DCA waiting list

☐ Other (please specify): _____

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: R.V. Hamilton 8/23/06
Project Administrator Date

Certified by: Breen Hill 8/24/06
Municipal Housing Liaison Date

RESOLUTION
Of Hopewell Township, Mercer County
(Sending Municipality)
Authorizing RCA Execution
Pursuant to N.J.A.C. 5:95-11.2

WHEREAS, Hopewell Township, Mercer County, has a fair share obligation to provide housing opportunities to households of low and moderate income as established by the New Jersey Supreme Court and by the New Jersey Fair Housing Act, N.J.S.A. 52:27d-301 *et. seq.*; and,

WHEREAS, the Fair Housing Act provides that municipalities within the same region as defined by the Council on Affordable Housing (COAH) may meet up to 50 percent of that obligation through a regional contribution agreement (RCA) under which the sending municipality makes a cash payment to another municipality, known as the receiving municipality, which undertakes to provide low- and moderate-income housing which is credited toward the sending municipality's fair share obligation; and,

WHEREAS, N.J.A.C. 5:94-5.1(a) allows municipalities to propose the transfer of up to 50 percent of their third round growth share obligation; and,

WHEREAS, Hopewell Township proposes to transfer [*insert number of units*] units of its growth share obligation at a cost of [\$ *insert amount*] per unit or a total of [\$ *insert total amount*] in the form of an RCA with [*insert name of receiving municipality, county*]; and,

WHEREAS, Hopewell Township and [*insert name of receiving municipality*] are in the same region as defined by COAH; and,

WHEREAS, [*insert name of receiving municipality*] desires to provide affordable housing for low and moderate income residents of the region, which action will be furthered by funds made available through the RCA; and,

WHEREAS, the RCA is in the best interests of and Hopewell Township,

NOW THEREFORE BE IT RESOLVED, that the Mayor of Hopewell Township in Mercer County is hereby authorized to execute such documents and exhibits as may be necessary to effectuate the RCA.

Date

Honorable Vanessa Sandom
Mayor of Hopewell Township

**TOWNSHIP OF HOPEWELL
MERCER COUNTY**

**RCA Contract
Without Recipient Certification
By and Between Hopewell Township and _____**

THIS AGREEMENT is made and dated on this ____ day of _____, 2006 by and between Hopewell Township, Mercer County (herein referred to as the "sending municipality", and _____ Township, _____ County, (herein referred to as the "receiving municipality").

WHEREAS, the Fair Housing Act, N.J.S.A. 52:27D-312, allows two municipalities to enter into a contractual agreement known as a regional contribution agreement (RCA) for the transfer of up to 50 percent of a sending municipality's fair share obligation to a receiving municipality within its housing region; and,

WHEREAS, N.J.A.C. 5:94-5.1(a) allows municipalities to propose the transfer of up to 50 percent of their third round growth share obligation; and,

WHEREAS, both municipalities believe that the execution of this RCA will be beneficial to the residents of their respective communities and the housing region,

NOW THEREFORE, in consideration of the premises herein set forth, and the mutual covenants and promises herein contained, the parties do by and between themselves agree as follows:

Article 1. TRANSFER OF HOUSING OBLIGATION

- 1.1 The receiving municipality hereby agrees to accept, and the sending municipality agrees to transfer [_____ *insert number of units*] low- and moderate-income units. The sending municipality has a growth share number of [_____ *insert number of units*] and the transferred units combined with other approved or proposed RCAs is equal to or less than 50 percent of the sending municipality's growth share obligation. The receiving municipality agrees to apply the funds to be paid to it to create or rehabilitate at least [_____ *insert number of units*] units of low- and moderate-income housing. At least half of these units will be affordable to low-income households. In the case of scattered site rehabilitation of occupied units, the receiving community will ensure, as best as practicable, that 50 percent of the rehabilitated units are occupied by low-income households.

Article 2. SENDING MUNICIPALITY'S RESPONSIBILITIES

- 2.1 Hopewell Township agrees to pay, and [_____ *insert name of receiving municipality*] agrees to accept the sum of [\$ _____ *insert amount of per unit transfer*] (Note: pursuant to N.J.A.C. 5:94-5.4, per unit transfer must be a minimum of \$35,000, substantially greater than \$35,000 if a rental obligation is being transferred)] per unit transferred in payments totaling [\$ _____ *insert total payment amount*].

- 2.2 The payment schedule set forth below conforms to a construction or rehabilitation schedule that relates to the receiving municipality's ability to deliver housing units in a timely fashion, and all payments take place within the period of substantive certification.

Payments will be made according to the following schedule and in the following amounts:

<u>Payment Schedule</u>	<u>Amount</u>
1 st payment _____ days after effective date of this Agreement	\$ _____
2 nd payment _____ days after 1 st payment	\$ _____
_____	\$ _____
[Continue with additional payments if proposed]	(insert dollar amount)

(Note: All RCAs that include a scattered site rehabilitation program shall be structured so that the final transfer payment occurs at least one year prior to the end of the sending municipality's period of substantive certification.)

- 2.3 The payments and payment schedule are the responsibility of the sending municipality and will be paid in accordance with the above schedule regardless of any anticipated source of funding such as developer fees.
- 2.4 The sending municipality will obtain any and all financing necessary to fulfill its obligation to make the payments set forth above to the receiving municipality.
- 2.5 The following funding sources are being utilized to finance the RCA payments:

<u>Source</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

(Note: Payments in lieu of constructing affordable units on site may not be used by the sending municipality to fund an RCA.)

- 2.6 The parties acknowledge that the sending municipality's payments to the receiving municipality as set forth above include payment on a per unit basis to defray costs of administration as allowed by the rules of the Council on Affordable Housing (COAH) incurred by the receiving municipality in connection with this Agreement and that said amount is within COAH guidelines for such costs.
- 2.7. The sending municipality is responsible for obtaining *[select only one]*

approval of the RCA and substantive certification of its Housing Element and Fair Share Plan from COAH as provided under the Fair Housing Act.

[or]

approval of the RCA and a judgment of compliance from the court as provided under the Fair Housing Act.

- 2.8 The sending municipality agrees to forward the following required documents to the receiving municipality's county planning board or agency:
- a. master plan of the sending municipality, and
 - b. zoning ordinances of the sending municipality.

Article 3. RECEIVING MUNICIPALITY'S RESPONSIBILITIES

- 3.1 *[_____ Insert name of receiving municipality]* may use revenues collected as a result of an RCA for any activity approved by COAH for addressing the low and moderate income obligation. Eligible activities include, but are not necessarily limited to, those activities outlined in N.J.A.C. 5:94-4. Rental obligations required by N.J.A.C. 5:94-4.20(a) or portions thereof that are transferred to a receiving municipality via an RCA must either create new rental housing units or meet the criteria for reconstruction as defined in N.J.A.C. 5:94-1.4. All units constructed or rehabilitated with RCA funds must conform to COAH regulations and those of the Uniform Housing Affordability Controls as set forth in N.J.A.C. 5:80-26.
- 3.2 The receiving municipality shall prepare a project plan to implement and achieve the purposes of this Agreement to provide a realistic opportunity for low and moderate income housing within the receiving municipality convenient to employment opportunities and consistent with sound regional planning. Such project plan will be submitted to the New Jersey Housing and Mortgage Finance Agency (HMFA), the county planning board or agency of the receiving municipality and COAH for review and approval in accordance with COAH regulations.
- 3.3 The parties hereto agree that the receiving municipality shall submit/has submitted its project plan to COAH by/on *[_____ insert date or deadline]*, to HMFA by/on *[_____ insert date or deadline]*, and to the county planning board of the receiving municipality by/on *[_____ insert date or deadline]*.
- 3.4 The receiving municipality will apply to the appropriate agencies for all governmental approvals, whether municipal, county or State.
- 3.5 The receiving municipality may apply for appropriate grants in aid as available. Any monies realized through such grants will not affect the amount of the sending municipality's contribution.
- 3.6 The funds contributed by the sending municipality shall be utilized by the receiving municipality for *[_____ insert proposed affordable housing activity(s)]*, which is an eligible housing activity under COAH's regulations.
- 3.7 The receiving municipality agrees to designate an experienced administrative entity to assure that the applicable affordability controls will be maintained over time.

- 3.8 Any change in the project plan or in the administration of the program subsequent to approval by HMFA must be reviewed by the executive director of HMFA to determine if a new feasibility analysis and approval is required when requested by COAH.
- 3.9 For scattered site rehabilitation of occupied units, the receiving municipality shall expend a minimum of [*\$ _____ insert amount per unit (Note: pursuant to N.J.A.C. 5:94-5.4(e), the cumulative cost shall be no less than \$12,000 per unit)*] per unit in hard costs to repair/replace a major system(s). After this threshold is met, additional repairs may be undertaken.
- 3.10 No more than [*_____ insert percent (Note: pursuant to N.J.A.C. 5:94-5.2(f), no more than fifteen percent of the total transfer)*] percent of the RCA principal shall be expended on administration in the receiving municipality.
- 3.11 The receiving municipality will submit all semi-annual monitoring reports required by COAH in a timely manner.
- 3.12 The receiving municipality will establish a separate interest-bearing escrow account for all monies received pursuant to the RCA. This escrow agreement will permit COAH to effectively monitor disbursements of the funds received pursuant to the RCA. This account will be monitored on a quarterly basis.
- 3.13 The receiving municipality will annually submit its municipal audit signed by the mayor to COAH and HMFA showing the disbursement of all RCA funds.
- 3.14 The receiving municipality will annually submit documentation acceptable to HMFA staff evidencing that a sufficient number of eligible applicants, projects, and/or units exist to demonstrate continued project plan feasibility.
- 3.15 The receiving municipality shall forward the following documents to its county planning board or agency and request review and approval
- a. master plan of receiving municipality;
 - b. zoning ordinances of receiving municipality and;
 - c. project plan.
- 3.16 It is agreed that the receiving municipality's obligations pursuant to this Article are not limited to the above. The receiving municipality agrees that it will complete the project pursuant to this Agreement in accordance with the regulations of COAH.

Article 4. CREDIT TO HOUSING OBLIGATION

- 4.1 The receiving municipality agrees that it will not claim credit toward its own housing obligation for any low- or moderate-income RCA units as defined by the Fair Housing Act, but that all such credit will inure to the benefit of the sending municipality. In no event shall a sending municipality receive credit for RCA units transferred in excess of 50 percent of the municipality's actual growth share obligation at the end of the certification period. No municipality shall receive credit for any units provided in the receiving municipality in excess of the units transferred pursuant to the RCA.

- 4.2 All RCA units will be permanently identified in the appropriate records of the receiving municipality as having been rehabilitated or created to meet the fair share obligation of the sending municipality.

Article 5. EXCESS FUNDS

- 5.1 If a receiving municipality can accomplish the housing activity approved as part of its project plan for less than the minimum per unit transfer pursuant to N.J.A.C. 5:94-5.4(a), or there are funds in excess of the amount necessary to implement the RCA, including interest earned, the difference shall be used within the receiving municipality to produce additional low and moderate income housing units or for capital expenditure benefitting low and moderate income households. The specific use of excess funds by the receiving community shall be subject to COAH approval after review of the following required documentation:

- a. a brief description of the project, including the number of units;
- b. the total development costs, including administration, and breakout of financing;
- c. the amount of RCA funds to be expended;
- d. an estimated start date;
- e. the projected date of completion; and
- f. the balance of funds in the RCA account(s).

- 5.2 All interest generated from the RCA funds shall be retained by the receiving municipality and may not be used to exceed the 15 percent cap on administration.

Article 6. CONTINGENCIES

- 6.1 This Agreement is contingent upon *[insert one of the two options below]*.

COAH approval of the RCA and COAH's grant of substantive certification to Hopewell Township.

[or]

court approval of the RCA and Hopewell Townships receipt of a judgment of compliance from the court

- 6.2 *[_____ insert additional conditions if applicable].*

Article 7. EFFECTIVE DATE

- 7.1 This Agreement is considered a contractual agreement and will become effective upon

[choose one]

COAH's approval of the RCA and grant of substantive certification and approval of any amendment thereto Hopewell Township.

[or]

court approval of the RCA and Hopewell Township's receipt of a judgment of compliance from the court and any amendment thereto.

7.2 This Agreement will be executed no later than [_____insert number of days] days after the sending municipality [insert one of the two options below].

receives substantive certification from COAH or an amendment to its certified plan pursuant to N.J.S.A. 52:27D-312.

[or]

receives court approval of the RCA and a judgment of compliance or an amended judgment of compliance pursuant to N.J.S.A. 52:27D-312.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth above.

ATTEST

Date

By:

On behalf of [_____insert name]
Receiving Municipality

Date

By:

On behalf of Hopewell Township
Sending Municipality

RESOLUTION
Of Hopewell Township, Mercer County
of Intent to Bond for Shortfall

WHEREAS, Hopewell Township in Mercer County has petitioned the Council on Affordable Housing (COAH) for substantive certification of its adopted housing element and fair share plan; and,

WHEREAS, COAH has determined that Hopewell Township must allocate funds for its affordable housing program; and,

WHEREAS, Hopewell Township anticipates that funding will come from development fees and payment in lieu fees; and,

WHEREAS, in the event that the above funding sources prove inadequate to meet Hopewell Township's funding obligation, Hopewell Township shall provide sufficient funding to address any shortfall.

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

BE IT FURTHER RESOLVED that said shortfall shall be funded by bonding if there are no other resources.

Municipal Clerk

Date



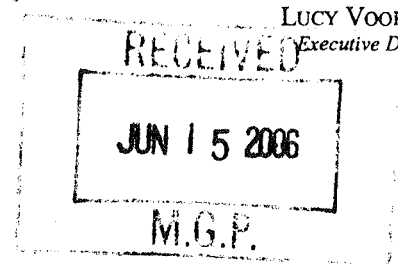
COAH ITEM 17

State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO Box 813
TRENTON, NJ 08625-0813
(609) 292-3000
FAX: (609) 633-6056
coahmail@dca.state.nj.us

JON S. CORZINE
Governor

SUSAN BASS LEVIN
Commissioner

LUCY VOORHOEVE
Executive Director



June 9, 2006

Annette C. Bielawski, Clerk
Township of Hopewell
201 Washington Crossing –
Pennington Road
Titusville, NJ 08560-1410

Dear Ms. Bielawski:

Enclosed is an executed copy of the Escrow Agreement for the Housing Trust Fund for the Township of Hopewell. A second executed copy of the agreement is being forwarded to Wachovia Bank under copy of this letter.

COAH has retained a third executed copy of the agreement for our files.

If you have any questions, please call Larissa DeGraw at (609) 633-9575.

Sincerely,

Lucy Voorhoeve
Executive Director

cc: Susan Sparacino, Wachovia Bank (original)
Ed Schmierer, Esq. (copy)
Sarah Murphy, COAH Planner (w/o enclosure)



TOWNSHIP OF HOPEWELL

COUNTY OF MERCER, STATE OF NEW JERSEY

ESCROW AGREEMENT FOR HOUSING TRUST FUND

This Escrow Agreement made this 9th day of June, 2006, by and between the Council on Affordable Housing (COAH) and Township of Hopewell and Wachovia Bank.

WHEREAS, a municipality may impose, collect and spend development fees, payments in lieu of constructing affordable units on-site and funds from the sale of units with extinguished controls in accordance with the regulations of COAH at N.J.A.C. 5:94-6.1 et seq., and with the approval of COAH; and

WHEREAS, on March 29, 2005, COAH approved the Hopewell Township Amended Development Fee Ordinance establishing standards for the collection, maintenance and expenditure of development fees consistent with COAH's rules and requiring that funds shall only be applied directly toward implementation of Township of Hopewell's COAH-certified Fair Share Plan; and

WHEREAS, on December 20, 2004 the governing body of Township of Hopewell adopted Ordinance #04-1330, the Development Fee Ordinance of the Township of Hopewell, amending the Municipal Code; and

WHEREAS, August 2, 1995 COAH approved the Township of Hopewell Spending Plan establishing standards for the expenditure of development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls pursuant to COAH'S rules; and

WHEREAS, the Development Fee Ordinance requires an interest-bearing trust fund to be established for the purpose of receiving collected development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls and provides that no money shall be expended from the housing trust fund unless the expenditure conforms to the Development Fee Ordinance, a spending plan approved by COAH and the conditions set out at N.J.A.C. 5:94-6.12; AND

WHEREAS, COAH's approval of the Development Fee Ordinance further requires the Township of Hopewell, within seven days of opening the trust fund account authorized by the ordinance, to enter into an escrow agreement with COAH pursuant to N.J.A.C. 6:94-6.11(a) to enable COAH to monitor disbursement of collected development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls and to direct expenditure of such funds after proper notice if their imposition, collection and/or

expenditure are not in conformance with the terms of the approved Development Fee Ordinance, the conditions set out at N.J.A.C. 5:94-6.16(a) and the spending plan approved by COAH; and

WHEREAS, the Development Fee Ordinance further provides that if COAH determines that the imposition, collection and/or expenditure of development fees are not in conformance with the terms of the approved Development Fee Ordinance and approved spending plan, COAH may, after a hearing pursuant to the Administrative Procedure Act, N.J.S.A. 52:14b-1 et seq., revoke a Development Fee Ordinance approval.

NOW THEREFORE, COAH, Township of Hopewell and the Bank agree as follows:

1. Designation of Escrow Agent

COAH and the Township of Hopewell hereby designate the Bank as their escrow agent, upon terms and conditions set forth herein, for the purpose of (a) receiving development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls collected by the Township of Hopewell, (b) holding such sums in escrow account hereinafter described, and (c) disbursing the monies upon the direction of the Chief Financial Officer (CFO) of Hopewell Township consistent with the spending plan approved by COAH.

2. Escrow Account

The Township of Hopewell shall deposit all development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls with the escrow agent and said escrow agent shall establish a separate, interest bearing account to be known as (the Account) and shall deposit therein such initial funds, as well as all subsequent development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls received from the Township of Hopewell. At no time shall the escrow agent co-mingle the funds deposited in the Account with any other funds or accounts held or maintained by the escrow agent, nor shall the escrow agent at any time set off any amount on deposit in the Account against (a) any indebtedness owed to the escrow agent by the Township of Hopewell or any other party, (b) any other obligation owed to the escrow agent by the Township of Hopewell or any other party, or (c) any claim which the escrow agent may have against the Township of Hopewell or any other party.

3. Application of Amounts on Deposit

The funds in the Account shall only be used for eligible affordable housing activities of the Township of Hopewell as set forth in a spending plan approved by COAH. The Bank shall disburse funds in the Account upon the direction of the Chief Financial Officer of the Township of Hopewell, unless notified otherwise by COAH.

4. Cessation of Disbursements from Funds and Direction of Disbursements by COAH

COAH shall have the authority to halt disbursements by the Township of Hopewell from the Account upon written notice to the Bank and to direct all further disbursements. COAH shall have such authority if it determines, after notice to the Township of Hopewell, that the municipality is not in compliance with all conditions set out in N.J.A.C. 5:94-6.16(A), the Spending Plan and the Development Fee Ordinance. Upon receipt of written notice to cease disbursements from the Account, the Bank shall immediately halt disbursements by the Township of Hopewell until further written notice from COAH. The Bank will allow disbursements by COAH on behalf of the Township of Hopewell. COAH shall provide the Township of Hopewell municipal clerk and chief financial officer with copies of all written notices.

In the event that any of the following conditions, as set out in N.J.A.C. 5:94-6.16(A) occur, COAH, shall be authorized on behalf of the Township of Hopewell and consistent with its rules, to direct the manner in which all development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be expended:

- a. Failure to meet deadlines for information required by COAH in its review of a Housing Element and Fair Share Plan, Development Fee Ordinance or Plan for spending fees;
- b. Failure to address COAH's conditions for approval of a plan to spend development fees, payments in lieu of constructing affordable units on site and funds from re-sales of units with extinguished controls within the deadlines imposed by COAH;
- c. Failure to address COAH'S conditions for substantive certification within deadlines imposed by COAH;
- d. Failure to submit accurate annual monitoring reports pursuant to N.J.A.C. 5:94-6.13(a) within the time limits imposed by COAH;
- e. Failure to implement the Spending Plan and expend the funds within the time schedules specified in the Spending Plan;
- f. Expenditure of development fees, payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls on activities not permitted by COAH;
- g. Revocation of certification; or
- h. Other good cause demonstrating that the revenues are not being used for the approved purpose.

5. Standard of Care; Indemnification

The Bank shall use reasonable care and due diligence in the performance of all of its duties hereunder. The Township of Hopewell shall indemnify COAH and hold it

harmless from and against all liabilities, losses or damages incurred under COAH with respect to any action COAH may take under this escrow agreement with the exception of liabilities, losses or damages solely caused by negligent acts, omissions, errors or willful misconduct by COAH.

6. Records and Accounts

The Banks shall keep accurate financial records and accounts of all transactions relating to the Account, including but not limited to all deposits to the Account, disbursements from the Account and interest earned on the Account which shall be made available for inspection by COAH and the Township of Hopewell, or their respective designees, at any reasonable time. The Township of Hopewell shall provide COAH with reports on an annual basis, which set for the amount, date and description of all activity from the Account as well as other information COAH may require to monitor the Account.

7. Notices

All notices, certificates or other communications hereunder shall be delivered by hand or mailed by certified mail to the parties at the following addresses:

- a. If to COAH: Executive Director
New Jersey Council on Affordable Housing
101 South Broad Street
P.O. Box 813
Trenton, NJ 08625-0813
- b. If to Municipality: Municipal Clerk, Chief Financial Officer and
Administrator
201 Washington Crossing-Pennington Road
Titusville, NJ 08560
- c. If to Bank: Wachovia Bank
32 East Front Street
Trenton, NJ 08608
Attn: Susan Sparacino

Any of the parties may hereby designate different or additional addresses by notice in writing given to the other parties.

8. Further Assistance

The parties hereto shall authorize, execute, acknowledge and deliver such further resolutions, assurances and other instruments as may be necessary or desirable for better

assuring, conveying, granting, assigning and confirming the rights and interests granted hereunder.

9. Agreement Subject to the Fair Housing Act

This agreement is subject to the Fair Housing Act and the rules of COAH set forth at N.J.A.C. 5:94-6.1 et seq., and nothing contained herein shall be interpreted to limit or restrict in any way the discretion and authority vested in COAH by the Act or rules.

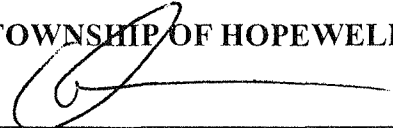
10. Amendments

This agreement may not be amended, supplemented or modified except by a written instrument executed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth above.

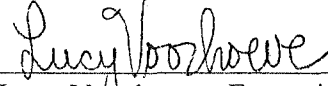
May 8, 2006
Date

TOWNSHIP OF HOPEWELL

By: 
Vanessa Sandom.
Mayor

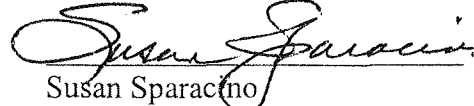
6/9/06
Date

**NEW JERSEY COUNCIL ON
AFFORDABLE HOUSING**

By: 
Lucy Voorhoeve, Executive Director

5/23/06
Date

WACHOVIA BANK

By: 
Susan Sparacino

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

For Affordable Housing in Hopewell Township, Mercer County

I. APPLICANT AND PROJECT INFORMATION

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

Ia. Administrative Agent Name, Address, Phone Number Township of Hopewell 201 Washington Crossing Road Titusville, NJ 08560		Ib. Development or Program Name, Address Hopewell Township Affordable Housing Program	
Ic. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:	Id. Price or Rental Range From \$ To \$		Ie. State and Federal Funding Sources (if any)
If. ☐ Age Restricted ☐ Non-Age Restricted	Ig. Approximate Starting Dates Advertising: Occupancy:		
Ih. County		Ii. Census Tract(s):	
Ij. Managing/Sales Agent's Name, Address, Phone Number			
Ik. Application Fees (if any):			

(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.

The Township of Hopewell has followed and continues to follow procedures in Section 17-217.6 of the Hopewell Township Code for the affirmative marketing of affordable units. The Township has a contract with NJHMFA Housing Affordability Services for the handling of the qualification, marketing and resale of existing affordable units within the Township. The Township requires and will require during the Third Round having developers of affordable housing units to submit to the Township Affordable Housing Committee ("AHC") an Affirmative Marketing Plan. This Plan will be reviewed and shall satisfy all of the conditions and requirements of the Hopewell Township Code concerning Affordable Housing Affirmative Marketing; COAH Guidelines and Regulations concerning same and the NJHMFA Affirmative Marketing Regulations which appear at *N.J.A.C.* 5:8-22.1. For example, Hopewell Gardens, a 150 unit affordable senior rental housing (except for 15 non-senior handicapped units) is about

to receive its Certificate of Occupancy. The Township Affordable Housing Coordinator has been working with representatives of Hopewell Gardens to affirmatively market these units. If development takes place under the two (2) Ordinances submitted separately to COAH for review concerning Beazer Tracts, then a similar process will be followed to require that Beazer as a part of its land development approvals prepare and submit a compliant Affirmative Marketing Plan acceptable to the AHC.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)			
☐ White (non-Hispanic) ☐ Black (non-Hispanic) ☐ Hispanic ☐ American Indian or Alaskan Native ☐ Asian or Pacific Islander ☐ Other group:			
3b. Commercial Media (required)			
Names of Regional Newspaper(s)		Racial/Ethnic Identification of Readers/Audience (if known)	Duration & Frequency of Outreach
Names of Regional Radio/TV Station(s)		Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)			
Name of Publications	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Employer/Company	Location	Duration & Frequency of Outreach	

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

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)
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)
4c. Sales/Rental Office for units (if applicable)

V. CERTIFICATIONS AND ENDORSEMENTS

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

- f. In the case of a rental unit, units offered for rental shall continue to be offered as affordable rental units for at least the period required in subsection 17-217.3, above, and thereafter may be sold at prices affordable to moderate income households subject to the resale price controls set forth in subsection 17-218.6 below.
- g. In the case of a rental unit, that every occupant of a lower income rental unit shall, on or before April 15, file an annual statement of income and expense of occupancy for the household for the previous year with the owner/operator of the rental units, who shall in turn certify to the AHC that the units are being rented at monthly rents meeting the affordability criteria set forth in subsection 17-217.2.

Failure of a developer to comply with these requirements shall be cause for denial of certificates of occupancy for market-level units in the developments which have not already been issued. In the case of a resale or rental, failure to comply with these requirements shall be cause for the denial of a certificate of eligibility for the unit to be sold or rented.

(Ord. #97-1060, § 17-217.4)

17-217.5 Selection Procedures and Priorities. Selection procedures and priorities for purchase and/or occupancy of low and moderate income housing units shall be as established in subsection 17-218.6 below and shall be monitored by the AHC. (Ord. #97-1060, § 17-217.5)

17-217.6 Affirmative Marketing Plan.

- a. *Applicability.* The Township of Hopewell has a 12-year cumulative fair share obligation to the year 1999 of 564 units of which 293 is new construction. This ordinance shall apply to all developments that contain proposed low and moderate income units that are listed below and any future developments that may occur:

Brandon Farms (138 Units)
Pennington Pointe (5 units)
Trafalgar (150 units)

- b. *Purpose.* The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of sex, age and number of children, to housing units which are being marketed by a developer/sponsor, municipality and/or designated administrative agency of affordable housing. The plan shall address the requirements of N.J.A.C. 5:93-11. In addition, the plan prohibits discrimination in the sale, rental, financing or other services related to housing on the basis of race, color, sex, religion, handicap, age, familial status/size, or national origin. The Township of Hopewell is in the housing region consisting of Mercer, Monmouth and Ocean Counties. The affirmative marketing program is a continuing program and shall meet the following requirements:

- c. *Regional Advertising.* All newspaper articles, announcements, and requests for applications for low and moderate income units shall appear in the following daily and regional newspapers/publications.

Trenton Times
Asbury Park Press
Ocean County Observer

The primary marketing shall take the form of at least one press release sent to the above publications and a paid display advertisement in each of the above newspapers. Additional advertising and publicity shall be on an "as needed" basis.

The advertisement shall include a description of the street address of the units; directions to the housing units; number of bedrooms per unit; range of prices/rents; size of units; income information; and location of applications including business hours and where/how applications may be obtained.

- d. *Neighborhood Advertising.* All newspaper articles, announcements, and requests for applications for low and moderate income housing shall appear in the following neighborhood oriented weekly newspapers, religious publications, and organizational newsletters within the region:

Hopewell Valley News
Princeton Packet
Church Newsletters

- e. *Radio/TV Advertising.* The following regional radio and/or cable television stations shall be used:

Local Cable TV Access Channel
WHWH
WTTM

- f. *Location of Applications and Information.* The following is the location of the applications, brochure(s), sign(s), and/or poster(s) used as part of the affirmative marketing program including specific employment centers within the region:

Hopewell Township Municipal Building
Pennington Branch of the Mercer County Library
Sales Offices of Brandon Farms, Pennington Pointe & Trafalgar
Janssen Pharmaceutical
Educational Testing Service
Mobil Oil

- g. *Community Contacts.* The following is a listing of counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are at least likely to apply for housing within the region:

Mercer County
Monmouth County
Ocean County

- h. *Data to County Boards of Realtors.* Quarterly flyers and applications shall be sent the Boards of Realtors in Mercer, Monmouth and Ocean Counties for publication in their journals and for circulation among their members. Applications shall be mailed to prospective applicants upon request.
- i. *Data to Social Agencies.* Additionally, quarterly informational circulars and applications shall be sent to the chief administrative employees of each of the following agencies in the counties within Mercer, Monmouth and Ocean Counties.

Welfare or Social Service Board
Rental Assistance Office (local D.C.A. office)
Office on Aging
Housing Agency or Authority
County Library
Area Community Action Agencies

- j. *Random Selection of Households.* The random selection of occupants of low and moderate income housing will be done by the township's AHC as set forth in subsection 17-218.6.
- k. *Administrative Agency.* The Affordable Housing Management Service (hereafter "AHMS") is the agency under contract with Hopewell Township to administer the affirmative marketing program. AHMS has the responsibility to income-qualify low and moderate income households; to place income-eligible households in low and moderate income units upon initial occupancy; to provide for the initial occupancy of low and moderate income units with income-qualified households; to continue to qualify households for reoccupancy of units as they become vacant during the period of affordability controls; to assist with advertising and outreach to low and moderate income households; and to enforce the terms and the deed restrictions and mortgage loan as per N.J.A.C. 5:93-9.1. The Hopewell Township Administrator is the designated housing officer to act as liaison to AHMS. AHMS shall 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. The following service providers have agreed to perform the above services:
 - l. *Priority for Households in the Housing Region.* Households who live and work in the Mercer, Monmouth and Ocean Counties housing region may be given preference for sales and rental units constructed within that housing region. Applicants

living outside the housing region shall have an equal opportunity for units after regional applicants have been initially serviced. The township intends to comply with N.J.A.C. 5:93-11.7.

- m. *Developer Participation.* All developers of low and moderate income housing units shall be required to assist in the marketing of the affordable units in their respective developments.
- n. *Initiation and Continuance of Marketing Plan.* The marketing program shall commence at least 120 days before the issuance of either temporary or permanent certificates of occupancy. The marketing program shall continue until all low and moderate income housing units are initially occupied and for as long as affordable units are deed restricted and occupancy or reoccupancy of units continues to be necessary.
- o. *Monitoring Reports to COAH.* AHMS shall comply with the monitoring and reporting requirements as per N.J.A.C. 5:93-11.6 and 12.1.
(Ord. #97-1060, §17-217.6)

17-217.7 Reserved.

17-217.8 Homeowners' Association Fee Loan Program. Low and moderate income owners of affordable housing units which are a part of a condominium or homeowners' association are required to pay monthly fees. If a low or moderate income owner is unable to stay current with the payment of said condominium homeowner association fees, then said homeowner may apply to the Affordable Housing Committee (AHC) established in subsection 17-218.1 herein below. AHC shall investigate the circumstances involving the homeowner's inability to stay current with the homeowner's condominium or homeowner's association fees. If AHC is satisfied that there is a bona fide reason for a low or moderate income owner's arrearage on their condominium or homeowner's association fees and is further satisfied that said owner is unable to pay on a current basis said fees, then AHC may authorize a one time loan for a sum not to exceed two thousand five hundred (\$2,500.00) dollars through the Hopewell Township Affordable Housing Trust Account. The proceeds from said loans shall be paid directly to the condominium or homeowners' association for which said fees are in arrearage and due and owing. The homeowner receiving said loan shall be required to repay said loan with interest thereon established from time-to-time by AHC at the same rate the township is borrowing funds for its permanent financing at the time the loan is made; said interest and principal payments, however, shall be deferred and repayment need only occur when the homeowner sells the affordable housing unit. The homeowner shall be permitted to prepay both principal and interest at any time without penalty. Said loan shall act as a lien on the homeowner's property and shall be collectible in the same manner by the township as are overdue taxes. The homeowner shall execute a mortgage, mortgage note and such other documentation as required by AHC in order to receive said loan. (Ord. #02-1246 § 1)

T H P H P
M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 2.a

Inclusionary Development Sites

Bristol Myers Squibb (BMS)

HOPEWELL TOWNSHIP PLANNING BOARD

RESOLUTION NO. 18-13

**RESOLUTION REVIEWING AN
ORDINANCE AMENDING THE RO RESEARCH OFFICE ZONES TO PERMIT
INCLUSIONARY RESIDENTIAL DEVELOPMENT AND AMENDING CHAPTER XVII
“LAND USE AND DEVELOPMENT” TO THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF HOPEWELL (BMS)**

WHEREAS, the Township Committee of the Township of Hopewell has introduced an Ordinance Amending Chapter XVII of the Code of the Township of Hopewell entitled the Hopewell Township Land Use and Development Ordinance (hereinafter the “Ordinance”) to facilitate the production of low and moderate housing pursuant to third round affordable housing proceedings in the Law Division of the Superior Court encaptioned In the Matter of the Application of the Township of Hopewell, Docket No. MER-L-1557-15 (Mount Laurel); and

WHEREAS, the purpose of this Ordinance is to accomplish the foregoing as required by judicial mandate; and

WHEREAS, the intent of the ordinance is to provide affordable housing on RO-1 zoned land through the use of conditional use standards because such standards afford the land owner the maximum opportunity to utilize its site in accordance with the RO-1 nonresidential standards while permitting a defined number of affordable and inclusionary housing units; and

WHEREAS, because Hopewell Township has determined that conditional use standards will be the method for permitting affordable housing in the RO-1 zone, the Township is also required to provide an alternative location to provide the required number of affordable units to ensure a realistic opportunity; and

WHEREAS, the proposed rezoning of the BMS property still provides for inclusionary residential development as a conditional use in the RO zone and provides that if inclusionary development will not occur at the BMS property, 26 additional affordable units will be provided at the Township owned Zaitz property. The newly referred amendment also includes provisions for a 3-story height limit and relinquishment of GDP development rights for residential development outside the ring road.

WHEREAS, the Township Committee introduced the Ordinance at its meeting which took place on March 13, 2018; and

WHEREAS, pursuant to N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a, the Township Committee has referred the Ordinance to the Hopewell Township Planning Board to identify any provisions in the proposed amendment which are inconsistent with the Master Plan and make

recommendations concerning the inconsistencies and any other matters as the Board deems appropriate; and

WHEREAS, at the Hopewell Township Planning Board's meeting on March 22, 2018, the Board reviewed the Ordinance as well as a consistency review of the Ordinance in a Memorandum dated March 19, 2018, prepared by Banisch Associates, Inc, presented by Francis Banisch of Banisch Associates, Inc; and

WHEREAS, the Planning Board, pursuant to law, has made the following findings of fact and conclusions:

1. The 2002 Master Plan includes the following identified objective under the heading "Land Use and Management":
 - To provide for a reasonable balance among various land uses that respects and reflects the interaction and synergy of community life.
2. The 2002 Master Plan also includes the following objectives under the heading "Housing":
 - To provide for a variety of housing types which respond to the needs of households of varying size, age, and income, persons with disabilities and emerging demographic characteristics.
 - To promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.
 - To provide a range of housing opportunities within the Township with densities and lot sizes that respond to the capabilities and limitations of natural systems and available infrastructure.
3. The Planning Board finds that the following objectives of the MLUL (N.J.S.A. 40:55D-2) which are objectives of the Hopewell Township Master Plan are also advanced by the ordinance, which purposes are identified below with commentary:
 - a. To encourage municipal action to guide the appropriate use or development of all lands in this state, in a manner which will promote the public health, safety, morals and general welfare.
Commentary: The proposed rezoning results in an appropriate use of land which contributes to the general welfare of the community and state, and is an appropriate response to the mandate to provide affordable housing through municipal zoning.
 - d. To ensure that the development of individual municipalities does not conflict with the development and general welfare of neighboring municipalities, the county and the state as a whole.
Commentary: The proposed rezoning does not conflict with the development or general welfare of any neighboring municipality, the county or the state as a whole and it provides a reasonable development option to address local affordable housing goals.
 - f. To encourage the appropriate and efficient expenditures of public funds by the coordination of public development with land use policies.
Commentary: The proposed rezoning provides affordable housing through inclusionary development without the expenditure of public funds and results in the efficient use of the available public infrastructure while curtailing the extension of such infrastructure.

- i. To promote a desirable visual environment through creative development techniques and good civic design and arrangements.

Commentary: The proposed rezoning provides zoning requirements and standards that produce the opportunity to utilize creative development techniques in order to produce good civic design and arrangements, which are subject to further Planning Board review during the development application process.

- m. To encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land.

Commentary: The procedure followed in developing the proposed ordinance combines public and private procedures that result in an efficient use of land.

4. The Board has compared the proposed ordinance to the Land Use Plan Element of the 2002 Master Plan and the 2011 Housing Plan Element and finds that the intent of the proposed ordinance advances the goal for a balanced land use plan that can meet the constitutional mandate to provide for the Township's fair share of the regional need for affordable housing. Nonetheless, the specific proposal to construct a neighborhood of multi-family apartments within the OP zone is inconsistent with the nonresidential land uses programmed for this site in the Land Use Plan.

5. Notwithstanding this inconsistency, the Planning Board's review considers the following facts and reasons:

- The proposed ordinance provides a better balance of land uses sought in the Master Plan.
- The proposed development contemplated by the proposed zoning standards should result in a compact building layout and design.
- The multiple family neighborhood permitted by this ordinance will make future uses of the BMS site possible that will help to revitalize this site as BMS relocates away from this Hopewell campus.
- Residential development will be offset by a reduction in GDP approval rights.
- While the nonresidential zoning which the proposed ordinance amends is consistent with the Master Plan, the proposed rezoning will advance the goal of diversifying the housing stock and providing affordable housing to meet the constitutional obligation.

6. The Planning Board makes the following recommendations with respect to the proposed ordinance:

- The fourth Whereas clause of the proposed ordinance on page 1 should be clarified and restated as follows:

“WHEREAS, Hopewell Township, in conjunction with the designated redeveloper, will designate a reserved area on Block 85 Lot 3, also known as the Zaitz tract, upon which it will be possible to provide an additional 30 affordable units with said units to be constructed on the Zaitz tract only in the event that residential units are not constructed on RO-1 zoned lands.”

- Section IIIC should provide that the setbacks in Cvi, vii and viii should be minimum setbacks to the tract boundaries.
- Section IIIxiv should be revised to state that the maximum building height for residential structures should be a maximum of 3 stories and 40 feet if constructed outside the ring road.
- The multi-family building requirements for townhouses in Section IVC(2) should be revised to delete subsection (f) regarding guest parking since the number of residential parking spaces is regulated by the RSIS requirements.
- Proposed Section 17-2526c8 (Site Design) should be restated as follows:
“Pedestrian and bicycle circulation shall be provided and shall be separated and shall be separated from motor vehicle circulation wherever possible, and, where applicable, shall be consistent with the Township’s master plan for bikeways, utilizing connections to the Lawrence/Hopewell trail or other linkages.
- Proposed Section 17-2526c12 should be revised to state as follows:
“Any residential development shall also include a requirement that the Owner relinquish a portion of its development rights under previously authorized General Development Plan approvals, to compensate for the intensification of development for both on-site and off-site impacts. The Owner, by way of written declaration to the Planning Board at the time of application for such residential development shall relinquish 1,000 Square Feet of Gross Floor Area of Office and Research Development for each residential unit proposed.”
- A “site design standard” should be added to the proposed ordinance to include the use of green infrastructure as it relates to stormwater management.

7. For all of the above reasons, the Planning Board finds that while the proposed ordinance is technically inconsistent with the Land Use Plan element of the Master Plan, the proposed ordinance, with the foregoing recommendations, strikes a reasonable balance among the many planning considerations affected by the ordinance, and provides a reasonable planning option for the properties affected by the ordinance.

WHEREAS, at the conclusion of the hearing, based on the foregoing findings, the Board is recommending to the Township Committee that the Ordinance, with the recommendations set forth hereinabove in finding #6, be adopted;

NOW, THEREFORE, BE IT RESOLVED on this 22nd day of March, 2018, by the Planning Board of the Township of Hopewell, County of Mercer, New Jersey, that the Planning Board has determined that although the ordinance is technically inconsistent with the Land Use Plan Element of the Master Plan, this technical inconsistency is substantially outweighed by findings #1, #2, #3, #5 and #6 hereinabove.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Planning Board hereby directs the Assistant Secretary to forward this Resolution to the Township Clerk for Township Committee consideration.

ROLL CALL VOTE ON THE RESOLUTION – March 22, 2018

Yes - 8 No - 1 Absent - 1 Abstain - 0 Not Voting – 1

Belmont:	Yes	Murphy:	Yes
Clarke:	No	Parker:	Yes
McLaughlin:	Yes	Swanson:	Yes
Khare:	Yes	Peters-Manning:	Absent
Kiss:	Yes	Sandom:	Not Voting
Kuchinski:	Yes		

CERTIFICATION

I hereby CERTIFY that the foregoing is a true copy of a Resolution adopted by the Hopewell Township Planning Board at a duly advertised meeting held on March 22, 2018, at which a quorum was present.



Linda Barbieri
Assistant Secretary

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 18-1690

ORDINANCE OF THE TOWNSHIP OF HOPEWELL AMENDING CHAPTER XVII (Article IX, 17-168) OF THE CODE OF THE TOWNSHIP OF HOPEWELL ENTITLED THE HOPEWELL TOWNSHIP “LAND USE AND DEVELOPMENT ORDINANCE” (RO-1, 2 AND 3 DISTRICTS: RESEARCH/OFFICE DISTRICTS) (BMS)

WHEREAS, the Township of Hopewell is required to amend certain provisions of Chapter XVII of the Code of the Township of Hopewell entitled the Hopewell Township “Land Use and Development Ordinance” to facilitate the production of low and moderate housing pursuant to third round affordable housing proceedings in the Law Division of the Superior Court encaptioned In the Matter of the Application of the Township of Hopewell, Docket No. MER-L-1557-15 (Mount Laurel); and

WHEREAS, the purpose of this Ordinance is to accomplish the foregoing as required by judicial mandate; and

WHEREAS, the intent of this ordinance is to provide a reasonable opportunity for affordable housing on RO-1 zoned land through the use of conditional use standards because such standards afford the land owner the maximum opportunity to utilize its site in accordance with the RO-1 non-residential standards while permitting a defined number of affordable and inclusionary housing units; and

WHEREAS, conditional use standards are not considered to be principal use standards and principal use standards are the preferred method for creating reasonable opportunity; and

WHEREAS, because Hopewell Township has determined that conditional use standards will be the method for providing a reasonable opportunity in the RO-1 zone, the township is also required to provide an alternative location to provide the required number of affordable units on an alternative site; and

WHEREAS, Hopewell Township, in conjunction with the designated redeveloper, will designate a reserved area on Block 85 Lot 3, also known as the Zaitz tract, upon which it will be possible to provide an additional 30 affordable units, with said units to be constructed on the Zaitz tract only in the event that residential units are not constructed on RO-1 zoned lands.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey that Chapter XVII of the Code of the Township of Hopewell entitled the Hopewell Township “Land Use and Development Ordinance” be amended, modified and supplemented as follows:

SECTION I.

Chapter 17-168.a. entitled “Purpose” of the RO-1, RO-2 and RO-3 Zoning Districts is repealed as currently stated and is replaced by the following new Chapter 17-168.a. in its place and stead:

17-168 RO-1, 2 AND 3 DISTRICTS: RESEARCH/OFFICE DISTRICTS.

- a. *Purpose.* The purpose of these districts is to provide for research/office uses by single owners with one or more tenant occupants on large parcels within the township. A neighborhood of inclusionary housing is also deemed appropriate in the RO-1 District when arranged on undeveloped portions of the property, and adequately buffered from manufacturing buildings and activities. It is also intended that the provision for assisting in the development of lower income housing as set forth below be a required portion of any new development in the RO-1 District.

SECTION II.

Chapter 17-168.d entitled “Conditional Uses” is supplemented to add a new Paragraph 2 as follows:

2. Inclusionary affordable housing development pursuant to the requirements in §17-168(g).

SECTION III

Chapter 17-252 entitled “Applicability of Growth Share”, Chapter 17-253 entitled “Residential Growth Share Provisions”, and Chapter 17-254 entitled “Nonresidential Growth Share Provisions” are repealed inasmuch as the “Growth Share” rules adopted by the New Jersey Council on Affordable Housing (“COAH”) upon which they were based have been invalidated by the Courts.

SECTION IV

A new section 17-168(g) entitled “Conditional Use Inclusionary Development in the RO-1 District” is added as follows:

17-168(g). Conditional Use Inclusionary Development in the RO-1 District.

1. Principal permitted uses.
 - (a) Garden apartments.
 - (b) Townhouses.
2. Permitted accessory uses.
 - (a) Off-street parking
 - (b) Any use or structure customarily incidental to a principal permitted use.
 - (c) Private garages and carports.
 - (d) Recreational and cultural facilities for the sole use of the residents of the community and their guests, including but not limited to a clubhouse, jogging and bike trails, swimming pool, library, media center, court games, picnic areas and other typical active and passive recreation facilities.
 - (e) Sales office of a temporary nature not to extend beyond the occupancy of the last dwelling
3. Area and Yard Requirements – Relief required by this section shall be considered according to the standards in N.J.S.A. 40:55D-70 (c):

The following bulk standards apply to all tracts proposed for inclusionary residential development within the RO-1 District:

- | | | |
|-------|---|---|
| i. | Minimum tract size: | thirty (30) contiguous acres |
| ii. | Maximum tract size: | fifty (50) contiguous acres |
| iii. | Minimum front yard for townhouse structures: | 25 feet to private road/100 feet to public road |
| iv. | Minimum front yard for apartment buildings: | 75 feet to private road/100 feet to public road |
| v. | Minimum tract width: | 750 feet |
| vi. | Minimum setbacks to tract boundary-Principle Structure: | |
| | a. Minimum Side Yard: | 50 feet |
| | b. Minimum Rear Yard: | 100 feet |
| vii. | Minimum distance between apartment buildings | 50 feet |
| viii. | Minimum distance between townhouse buildings | 25 feet |
| ix. | Minimum setbacks to tract boundary - Accessory Buildings: | |
| | a. Minimum Side Yard: | 25 feet |
| | b. Minimum Rear Yard: | 50 feet |
| x. | Maximum coverage: | 60 percent, including private roadways |
| xi. | Maximum building height: | |
| | i. | 4 stories and 55 feet, if constructed within the ring road;
3 stories and 40 feet, if constructed outside the ring road. |

Multi-Family Building Setbacks.

- a. Building face to local street curb or pavement: 25 feet.
- b. Building face to collector street curb or pavement: 40 feet.
- c. Building face to arterial street curb or pavement: 50 feet.
- d. Building face to common parking area:
 1. Front building face: 20 feet.
 2. Rear or side building face: 15 feet.

Multi-Family Building Spacing.

The following separation of buildings shall be provided:

Dimension	Separation of Buildings (feet)
Long side to long side	75
Front to rear	50
Front to end	45
Rear to rear	50
Rear to end	40
End to end	30

Multifamily building requirements:**(1) Garden apartments.**

- (a) The maximum length of structures shall be 200 feet. Maximum density shall be 25 dwelling units per acre.
- (b) Garden apartment structures should be grouped in clusters, with architectural design consistent in each cluster.
- (c) Recreation facilities, such as swimming pools and tennis courts, should be encouraged but carefully located to avoid problems of noise, light and similar nuisance elements affecting residential units. They shall be located not less than 100 feet from any tract boundary.
- (d) No front yard shall be used for service such as clothes drying and/or outdoor storage.
- (e) Where townhouses or garden apartments abut a residential zone or use, there shall be a landscaped strip not less than 15 feet in width or depth, which strip shall not be utilized for roadway or parking and which shall be so planted as to form an effective visual screen.
- (f) All utilities and their service lines, including electric and telephone, shall be installed underground and subject to approval of the appropriate utility. Wherever the utility is not installed in a public right-of-way, an appropriate utility easement shall be provided.
- (g) All streetlights and all lighting along pedestrian walks and in parking areas shall be downward-directed and shaded and installed on ornamental standards of the appropriate utility. They shall be of a style and design compatible with the architectural style of the project and shall be approved by the Planning Board and the utility company.
- (h) Adequate provision shall be made for the storage, recycling and removal of garbage, which shall be at the sole cost and expense of the owner.

(i) Adequate provision shall be made for snow removal on all sidewalks, streets, roads, driveways and parking areas within the project, which shall be at the sole cost and expense of the owner.

(j) Minimum roof pitch shall be 4:12 unless flat roofs are employed, in which case green roof design or solar collectors shall be employed.

(k) Landscape or rooftop screening shall be provided for all a/c units, meters, connections, etc.

(2) Townhouses.

(a) Maximum of eight units in a single row. Minimum width of unit, 18 feet. Offset of at least four feet between every two units.

(b) Townhouses should be grouped in clusters, with a maximum of 30 per cluster. Private parking areas should be located near the unit entrances and outdoor living areas or patios adjoining open space or paths leading to open space.

(c) Townhouses in each cluster should be consistent in terms of architectural style and major design elements such as materials, windows, rooflines, roof designs, etc. Design approval shall rest with the Planning Board.

(d) Each dwelling unit in a townhouse building shall be completely separated from all other dwelling units in the same building by a fire wall subject to the requirements of the Uniform Construction Code.

(e) Adequate safe and sanitary provisions shall be made for the recycling and storage of solid waste and garbage in compliance with all applicable ordinance requirements of the Township of Hopewell.

(f) Minimum roof pitch shall be 4:12.

(g) Landscape or rooftop screening shall be provided for all a/c units, meters, connections, etc.

6) Development Requirements for Inclusionary Housing in the RO-1 District:

a. **Infrastructure** - All development shall be connected to public sewers and public water.

b. **Residential Use**

1) There shall be a maximum of 250 dwelling units,

2) Pursuant to COAH's second round rules at N.J.A.C. 5:93-1, et seq., at least 15% of all rental units and 20% of all for-sale units shall be deed-restricted for occupancy by low and moderate income households and the affordable housing units shall be dispersed among the residential buildings rather than concentrated in a few buildings.

3) Low and moderate income units shall meet the following bedroom distribution requirements:

1. The combination of efficiency and one bedroom units shall be at least 10 % and no greater than 20 % of the total low and moderate income units;

2. At least 30 percent of all low and moderate income units shall be two bedroom units; and

4) 3. At least 20 percent of all low and moderate income units shall be three bedroom units. Residential units shall be afforded the following activities within the redevelopment area: fitness room, community room, convenient recycling and trash receptacle area and multipurpose pedestrian/bicycle trail.

- 5) At least 50% of all affordable units shall be made available to low income households of which at least 13% shall be available to very low income households as required by P.L. 2008, c.46.

c. **Site Design** - Relief required by this section shall be considered according to the standards in N.J.S.A. 40:55D-70 (c)

- 1) The location and arrangement of buildings, uses, parking areas and street setbacks shall be designed to minimize conflicts with non-residential uses in the RO-1 District.
- 2) The buildings shall be located, arranged and designed to maximize opportunities for active and/or passive solar energy collection.
- 3) Each dwelling unit and combined complex of dwelling units shall have a compatible architectural theme with variations in design to provide attractiveness to the development which shall include consideration of landscaping techniques, building orientation to the site and to other structures, topography, natural features and individual dwelling unit design such as varying unit widths, staggering unit setbacks, providing different exterior materials, changing roof lines and roof designs, altering building heights and changing types of windows, shutters, doors, porches, colors and vertical or horizontal orientation of the facades, singularly or in combination for each dwelling unit.
- 4) The dwelling unit mix shall be such that no more than 65% of the total number of dwelling units shall have the same number of bedrooms.
- 5) No townhouse building shall contain more than eight dwelling units.
- 6) A minimum of 20% of the total land area of the inclusionary development tract, shall be designated as active and passive open space. Pedestrian and bike paths, ball fields, playgrounds and other areas for active or passive recreation shall be included in the calculation of required open space.
- 7) A dense landscape buffer screen of 75 feet in width shall be installed where the development abuts any non-residential use or public street.
- 8) Pedestrian and bicycle circulation shall be provided and shall be separated from motor vehicle circulation wherever possible, and, where applicable, shall be consistent with the Township's master plan for bikeways, utilizing the connections to the Lawrence Hopewell Trail and other existing trails.
- 9) Pedestrian facilities shall include a perimeter loop pathway around the inclusionary development.
- 10) An integrated sidewalk system shall be provided throughout the development which encourages pedestrian movements.
- 11) Residential uses shall be located within the existing ring road. Residential uses may be located between the ring road and site perimeter only if the developer demonstrates to the planning board that environmental constraints preclude residential development within the ring road. Any development located between the ring road and site perimeter, if the planning approves said demonstration, shall protect existing views from the perimeter through site grading, landscaping or other means acceptable to the planning board.
- 12) Any residential development constructed on the site shall also include a requirement that the Owner relinquish a portion of its development rights under previously authorized General Development Plan approvals, to compensate for the intensification of development for both on-site and off-

site impacts. The Owner, by way of written declaration to the Planning Board at the time of application for such residential development, shall relinquish 1,000 Square Feet of Gross Floor Area of Office and Research Development for each residential unit proposed.

- 13) The stormwater management designs shall employ naturalized/green infrastructure techniques to promote water quality, minimize maintenance and provide for ground water recharge.

d. **Parking** - Relief required by this section shall be considered according to the standards in N.J.S.A. 40:55D-70 (c):

- 1) Parking facilities shall be at least 75' feet from the right-of-way line of any public road, and at least 50' from any private road
- 2) Parking facilities and driveways shall be at least ten feet from District lines.
- 3) Bicycle racks shall be provided on site at a rate of one bicycle storage space for every 30 automobile parking spaces.
- 4) Where abutting a residential zone or residential use, accessory buildings, accessory structures or accessory uses shall not be closer than 75 feet to any side or rear property line.

e. **Traffic**

- 1) Traffic studies shall be prepared to project the development-generated traffic volumes affecting the roadways serving the development. In addition, an updated study for on-site parking usage for each development phase shall be submitted.
- 2) Provisions for traffic improvements shall be made and strategies for traffic control shall be provided to ensure that the levels of service are maintained or improved.

SECTION V

A new Chapter 17-253 entitled "Mandatory Affordable Housing Set-aside in Future Rezonings or the Grant of Variances Authorizing Multi-Family Housing" is added as follows:

17-253. Mandatory Affordable Housing Set-aside in Future Rezonings or the Grant of Variances Authorizing Multi-Family Housing.

- a. Pursuant to directives of the Superior Court in the third round affordable housing proceedings encaptioned In the Matter of the Township of Hopewell, Docket No. MER-L-1557-15 (Mount Laurel), if the Township or its land use Boards permit, either through future rezonings or the grant of variances, multi-family or single family attached development that is "approvable" and "developable" as defined in N.J.A.C. 5:93-1, *et seq.* at a gross density of 6 units to the acre or more, the Township and/or its land use Boards shall require that an appropriate percentage of the residential units shall be set-aside for low and moderate income households in accordance with N.J.A.C. 5:93-1, *et*

seq. This requirement shall apply to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project which consists of six (6) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's land use Boards, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. Nothing herein precludes the Township from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to the provisions hereof consistent with N.J.S.A. 52:27D-311(h) and other applicable law. Consistent with N.J.A.C. 5:93-1, *et seq.*, for inclusionary projects in which low and moderate income units are to be offered for "sale", the appropriate set-aside percentage is 20 percent; for inclusionary projects for which the low and moderate income units are to be offered for "rent", the appropriate set-aside percentage is 15 percent. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in judicially approved Settlement Agreements under Docket No. MER-L-1557-15 (Mount Laurel) or the Township's judicially approved third round Housing Element and Fair Share Plan (collectively "Compliance Plan"), for which density and set-aside standards shall be governed by the specific standards set forth therein. A property shall not be permitted to be subdivided so as to avoid meeting the above affordable housing requirement.

SECTION VI

Chapter 17-254 is reserved for future use now that the previously adopted Chapter 17-254 has been repealed.

SECTION VII. SEVERABILITY.

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of this Ordinance, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Ordinance directly involved in the controversy in

which said judgment shall have been rendered and all other provisions of this Ordinance shall remain in full force and effect.

SECTION VIII. INCONSISTENT ORDINANCES REPEALED.

All Ordinances or parts of Ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed, but only to the extent of such inconsistencies.

SECTION IX. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law and the filing of same with the Mercer County Planning Board pursuant to N.J.S.A. 40:55d-16.

Date Introduced: March 26, 2018

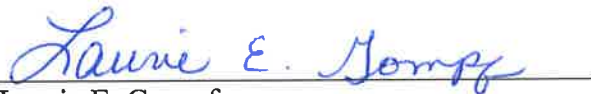
Date Advertised: March 30, 2018

Date Adopted: April 9, 2018



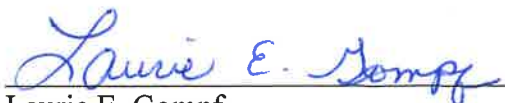
Kevin D. Kuchinski
Mayor

Attest:



Laurie E. Gompf
Municipal Clerk

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Hopewell Township Committee at a meeting held on the 9th day of April, 2018.



Laurie E. Gompf
Municipal Clerk

T H P H P

M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 2.b

Inclusionary Development Sites

Zaitz

HOPEWELL TOWNSHIP PLANNING BOARD

RESOLUTION NO. 18-11

RESOLUTION REVIEWING AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR BLOCK 85, LOT 30 AND BLOCK 86, LOTS 32, 33, 34 AND 130 IN ACCORDANCE WITH N.J.S.A. 40A:12A-7 AND AMENDING CHAPTER XVII, "LAND USE AND DEVELOPMENT," ARTICLE VIII, "ZONING-GENERAL PROVISIONS," SECTION 17-138.b, "ZONING DISTRICTS" TO ADD SUB-PARAGRAPH 24 TO THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL (ZAITZ)

WHEREAS, the Township Committee, at its meeting which took place on November 27, 2017, adopted a Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7 and 24, which Redevelopment Plan is identified as a "Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7 and 24" prepared by the Hopewell Township Committee with assistance from Banisch Associates, Inc, dated November 2017 (hereinafter the "November Plan"); and

WHEREAS, at the direction of the Township Committee, the Planning Board of the Township of Hopewell, County of Mercer, conducted a preliminary investigation to determine if Block 85, Lot 30 and Block 86, Lots 32, 33, 34 and 130, included in the "Zaitz Area" met one or more of the criteria for such designation pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, the Planning Board, after the conclusion of a public hearing which took place on February 22, 2018, adopted Resolution No. 18-10 finding and concluding that Block 85, Lot 30 and Block 86, Lots 32, 33, 34 and 130 in the Zaitz Area satisfy the criteria for redevelopment area designation set forth in N.J.S.A. 40A:12A-1, et seq, as well as the case known as Vineland Construction v. Pennsauken Twp, 395 NJ Super 230, 251 (App Div 2007); and

WHEREAS, the Township Committee favorably received the recommendation of the Planning Board by adoption of Resolution No. 18-77, dated February 26, 2018, to establish Block 85, Lot 30 and Block 86, Lots 32, 33, 34 and 130 as additional Redevelopment Areas in the Zaitz Area, among others; and

WHEREAS, the Township Committee of the Township of Hopewell has prepared an ordinance adopting a Redevelopment Plan for Block 85, Lot 30 and Block 86, Lots 32, 33,34 and 130, known as the Zaitz Area in Need of Redevelopment, in accordance with N.J.S.A. 40A:12A-7 and Amending Chapter XVII, Land Use and Development, Article VIII, Zoning-General Provisions, Section 17-138.b, Zoning Districts, to add sub-paragraph 24 to the Revised General Ordinances of the Township of Hopewell; and

WHEREAS, a Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7 and 24 and 30 and Block 86, Lots 32, 33, 34 and 130 has been prepared by the Hopewell Township Committee with assistance from Banisch Associates, Inc, amending the November Plan dated February 2018 so as to include Block 85, Lot 30 and Block 86, Lots 32, 33, 34 and 130 in the Redevelopment Plan (hereinafter the “Amended Redevelopment Plan”); and

WHEREAS, under N.J.S.A. 40A:12A-7e, the Plan must be referred to the Planning Board for identification of any provisions in the proposed Redevelopment Plan which are inconsistent with the Master Plan and recommendations concerning these inconsistencies and any other matters as the Board deems appropriate; and

WHEREAS, the Redevelopment Plan included an ordinance amending Chapter XVII “Land Use and Development” Article VII “Zoning-General Provisions” Section 17-138.b “Zoning Districts” to add sub-paragraph 24 to the Revised General Ordinances of the Township of Hopewell; and

WHEREAS, at its March 1, 2018 meeting, the Hopewell Township Planning Board reviewed the Amended Redevelopment Plan and the proposed amended Land Use and Development Ordinance as well as the testimony of Francis Banisch of Banisch Associates, Inc, the Township Planner, along with a Memorandum prepared by Banisch Associates, Inc, dated February 28, 2018; and

WHEREAS, the Planning Board, pursuant to law, has made the following findings of fact and conclusions:

1. The Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7 and 24 (November 2017) has been revised to include Block 85, Lot 30 and Block 86, Lots 32, 33, 34 and 130.
2. As was the case with the November 2017 Redevelopment Plan, the revised plan establishes two new zones:
 - Inclusionary Multi-family (IMF-x) in place of the R-100 Single Family Residential Zone, and
 - C-1-A Retail Service Zone in place of the C-1 Zone.
3. The Board has compared the proposed Redevelopment Plan ordinance to the Land Use Plan Element of the 2002 Master Plan, the 2005 Circulation Plan and the 2018 Housing Plan Element, and finds that the C-1 A Zone is substantially consistent with the current C-1 designation in the Land Use Plan. However, the IMF-X Zone, which will permit a neighborhood of multi-family housing within the R-100 Single Family Zone, is inconsistent with the relatively low density residential land uses programmed for this site in the Land Use Plan.

4. Notwithstanding this Land Use Plan inconsistency, the proposed IMF-X Zone advances many goals of the Hopewell Township Master Plan. These include developing a balanced land use plan, providing for safe and convenient traffic flow and meeting the constitutional mandate to provide for the Township's fair share of the regional need for affordable housing.
5. The 2002 Master Plan includes the following identified objective under the heading "Land Use and Management":

- To provide for a reasonable balance among various land uses that respects and reflects the interaction and synergy of community life.

The 2002 Master Plan also includes the following objectives under the heading "Housing":

- To provide for a variety of housing types which respond to the needs of households of varying size, age, and income, persons with disabilities and emerging demographic characteristics.
- To promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.
- To provide a range of housing opportunities within the Township, with densities and lot sizes that respond to the capabilities and limitations of natural systems and available infrastructure.

6. The foregoing objectives from the 2002 Master Plan continue to guide the February 2018 Housing Element and Fair Share Plan. The 2018 Fair Share Plan includes Block 85, Lot 3 (Zaitz tract within the proposed IMF-X Zone) as a compliance site upon which 78 affordable units will be constructed.
7. Additionally, the 2005 Circulation Plan included the following goals, which are advanced by the Redevelopment Plan and the IMF-X District:
 - To create a circulation plan sufficient to accommodate planned development.
 - To encourage proactive planning and regulation to ensure the adequacy of transportation facilities for planned future development, including the establishment of appropriate street design standards, the establishment of public/private partnerships for funding mechanisms, the coordination of transportation modes to accommodate changing commuter patterns, and the establishment of park and ride facilities and shuttle service.
 - To coordinate with other municipalities, governmental bodies and corporate partners for a regional approach to transportation that respects and enhances the character of the community to de-emphasize further highway development or extension into agricultural or scenic areas.
 - To develop alternative routes in congested areas to improve safety.
 - To establish transportation policies and programs that improve connections among housing, employment and commercial uses, including provisions for vehicular and pedestrian travel and bicycle paths.

- To promote transit alternatives in new and existing development to reduce traffic congestion, including ride shares, buses, mass transit, taxis, car/van pools, dial-a-ride, telecommuting and flextime.
- To control development in rural areas so that traffic will not exceed the capacity of the existing rural road network and historic bridges to provide safe, efficient and convenient traffic movements based on rural road service standards designed to maintain the character of the community.
- To recognize that roadways are public lands that deserve aesthetic design consideration as well as efficient movement of vehicles, and to carefully preserve view sheds and plan entrances to the Township because they represent a visitor's first impression of the Township.
- To promote the design and development of roadway improvements necessary to serve existing population and employment sectors of the Township.
- To encourage transportation funding for maintenance of the existing transportation system, rather than encouraging the development of new systems in rural areas.
- To establish highway access management plans for arterial highways.
- To provide for reverse frontage or service roads along congested or hazardous roadways.
- To minimize the impacts of transportation systems on the environment, including air and noise pollution.

8. Roadway improvements through and beyond the redevelopment area, including the IMF-X District, will be programmed as part of the Redevelopment Plan. These improvements respond directly to the Circulation Plan goals to provide safer, more convenient and better connections where possible.

9. In addition to the above facts and reasons, the following objectives of the MLUL (N.J.S.A. 40:55D-2), which are objectives of the Hopewell Township Master Plan, are also advanced by this ordinance.

- a. *To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare.*

The proposed rezoning results in an appropriate use of lands purchased by Hopewell Township for affordable housing purposes and is part of the Township's response to the mandate to provide affordable housing through municipal zoning.

- d. *To ensure that the development of individual municipalities does not conflict with the development and general welfare of neighboring municipalities, the county and the State as a whole.*

The proposed rezoning does not conflict with the development or general welfare of any neighboring municipality, the County or the State as a whole, and it advances local traffic safety and affordable housing goals.

- f. *To encourage the appropriate and efficient expenditure of public funds by the coordination of public development with land use policies*

The proposed rezoning provides affordable housing through inclusionary development without the expenditure of public funds, and results in the efficient use of the available public infrastructure while limiting the extension of such infrastructure.

- i. *To promote a desirable visual environment through creative development techniques and good civic design and arrangements*

The proposed zoning requirements and standards utilize creative development techniques to produce good civic design and arrangements, which are subject to detailed Planning Board review during the development application process.

- m. *To encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land*

The procedure followed in developing the proposed Redevelopment Plan combines public and private procedures that result in an efficient use of land, improved traffic connectivity and affordable and market housing.

10. Notwithstanding the Land Use Plan inconsistency between the R-100 Zone and the proposed IMF-X District, the Planning Board finds as follows:

- Lot 3 was acquired to assist the Township in addressing the constitutional affordable housing obligation and is now included in the Township's adopted Housing Element and Fair Share Plan as the site of at least 78 affordable units with the possibility of an additional 30 affordable units.
- The proposed ordinance improves the balance of land uses sought in the Master Plan.
- The proposed development contemplated by the proposed zoning standards should result in a compact building layout and design.
- The proposed rezoning will advance the goal of diversifying the housing stock and providing affordable housing to meet the constitutional obligation.
- The safer reconfiguration of driveways to Route 31 and the development of new road connections will advance the circulation planning goals of Hopewell Township.

11. For all of the above reasons, the Planning Board finds and concludes that while the IMF-X District is technically inconsistent with the Land Use Plan element of the Master Plan, the proposed Redevelopment Plan advances many goals of the local Master Plan and the MLUL, is an essential and long standing component in the Township's Fair Share Plan and strikes a reasonable balance among the many planning considerations. Thus, the Planning Board recommends moving the Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7, 24 and 30 and Block 86, Lots 32, 33, 34 and 130 forward with the recommended changes set forth in finding #13 herein below.

12. Notwithstanding the above findings, each member of the Planning Board reserves the right to present recommendations to the Township Committee relating to the Redevelopment Plan as an individual and interested party.
13. Although the Planning Board did not recommend the adoption of the Redevelopment Plan and Zoning Ordinance amendment as introduced by the Township Committee, the Planning Board is prepared to review an amended redevelopment plan and zoning ordinance amendment and makes the following recommendations to the Township Committee for its consideration. The plan should:
- Provide improved access and ingress/egress to the site and to help improve traffic flow in and around the Route 31 circle.
 - The plan's potential southern access road to Diverty Road shall not be constructed unless this road is extended to connect to Denow Road.
 - The proximity of multi-story apartment buildings to the Diverty Road lots impacts views from existing homes and back yards. There should be an increased setback on the lot line bordering the Diverty lots to 100 feet rather than 50 feet.
 - The redevelopment plan should be amended to increase the rear yard setback adjacent to the Diverty Road lots.
 - No 4-story buildings should be placed south of the pipe line easement.
 - The multi-story buildings should be refocused to the center of the site.
 - The plan should require berms, landscape screening and/or tree plantings and/or preservation of the existing trees/vegetation along the lot line bordering the Diverty lots to provide screening to the current residents. The berming, landscaping and/or tree plantings along the common border between the site and the Diverty lots should be established before the closest buildings are occupied.
 - The Township Committee should authorize a review by Township professionals to study alternate means of access to the Zaitz tract.
 - The plan should require traffic studies prepared during the site plan process to address the cumulative impacts from all known development projects.
 - The plan should require internal connection between the residential and commercial developments to reduce overall site generated off tract traffic volumes.
 - The plan should require that internal road circulation/alignment be designed to discourage cut through traffic during site plan permitting review.
 - The plan should require traffic calming techniques to be employed on internal roads during site plan permitting review.
 - The plan should provide for consolidation of access points in the redevelopment area along Route 31.
 - Figure 3 of the redevelopment plan should merge the yellow, orange and brown colors into one color to allow flexibility for the location of townhouse and apartment uses.
 - The affordable housing units should be distributed throughout the development.
 - Section 3.10b of the redevelopment plan should be revised to provide that all signs will comply with the size requirements of the Land Development Ordinance.

WHEREAS, at the conclusion of the hearing, based on the foregoing findings, the Board took action directing that the above recommendations be submitted to the Township Committee and that the ordinance adopting the Redevelopment Plan as presented not be adopted but revised to be consistent with the recommendations set forth hereinabove;

NOW, THEREFORE, BE IT RESOLVED on this 1st day of March, 2018, by the Planning Board of the Township of Hopewell, County of Mercer, New Jersey, that the Planning Board hereby directs the Assistant Secretary to forward this Resolution to the Township Clerk for Township Committee consideration.

VOTE ON THE RESOLUTION – March 1, 2018

Yes - 7 No - 0 Absent - 4 Abstain - 0 Not Voting - 0

Belmont: Yes
Clarke: Absent
McLaughlin: Yes
Khare: Absent
Kiss: Yes
Kuchinski: Absent

Murphy: Yes
Parker: Absent
Swanson: Yes
Peters-Manning: Yes
Sandom: Yes

CERTIFICATION

I hereby CERTIFY that the foregoing is a true copy of a Resolution adopted by the Hopewell Township Planning Board at a duly advertised meeting held on March 1, 2018, 2017, at which a quorum was present.



Linda Barbieri
Assistant Secretary

**TOWNSHIP OF HOPEWELL,
MERCER COUNTY, NEW JERSEY**

R E S O L U T I O N #18-111

**RESOLUTION RECOMMENDING ADOPTION OF AN AMENDED
REDEVELOPMENT PLAN FOR BLOCK 85, LOTS 3, 4, 5.01, 7, 24 AND
30 AND BLOCK 86, LOTS 32, 33, 34 AND 130, KNOWN AS THE
ZAITZ NON-CONDEMNATION AREA IN NEED OF
REDEVELOPMENT, IN ACCORDANCE WITH N.J.S.A. 40A:12A-7
AND AMENDING CHAPTER XVII, "LAND USE AND
DEVELOPMENT," ARTICLE VIII, "ZONING-GENERAL
PROVISIONS," SECTION 17-138.b, "ZONING DISTRICTS" TO ADD
SUB-PARAGRAPH 24 TO THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF HOPEWELL**

WHEREAS, by Resolution 17-299, adopted on September 11, 2017, the Township Committee of the Township of Hopewell, County of Mercer, designated the area known as Block 85, Lots 3, 4, 5.01, 7 and 24 on the Township's tax maps (the "Original Zaitz Area") as an area in need of redevelopment under the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"); and

WHEREAS, by Ordinance No. 17-1672 and adopted on November 27, 2017, the Township Committee adopted a Redevelopment Plan for the Original Zaitz Area, prepared by Banisch Associates, Inc. (the "Planner") and entitled "Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7 and 24" (the "Original Zaitz Redevelopment Plan"); and

WHEREAS, on February 26, 2018, the Township Committee adopted Resolution No. 18-77 designating the area including Block 85, Lot 30 and Block 86, Lots 32, 33, 34 and 130 on the Township's tax maps (the "Additional Parcels" and, together with the Original Zaitz Area, the "Amended Zaitz Area") as an area in need of redevelopment under the Redevelopment Law; and

WHEREAS, Resolution No. 18-77 also authorized the preparation of a redevelopment plan for such area; and

WHEREAS, on February 26, 2018, the Township Committee introduced an ordinance approving an amendment to the Original Zaitz Redevelopment Plan, prepared by Banisch Associates, Inc. (the "Planner") to include the Additional Parcels therein (the "Original Amended Zaitz Redevelopment Plan"); and

WHEREAS, the Township Committee forwarded such ordinance and proposed Original Amended Zaitz Redevelopment Plan to the Planning Board for review pursuant to

N.J.S.A.40A:12A-7e; and

WHEREAS, on March 1, 2018, the Planning Board reviewed such proposed Original Amended Zaitz Redevelopment Plan, along with a memorandum prepared by the Planner, and heard the testimony of Francis J. Banisch, III, AICP/PP, a representative of the Planner; and

WHEREAS, the Planning Board compared the proposed ordinance to the Land Use Plan element of the 2002 Master Plan and the 2011 Housing Plan Element and found that the intent of the proposed ordinance advances the goal for a balanced land use plan that can meet the constitutional mandate to provide for the Township's fair share of the regional need for affordable housing. Nevertheless, the Planning Board found that the specific proposal to construct a neighborhood of multi-family housing within the R-100 zone is technically inconsistent with the nonresidential land uses programmed for this site in the Land Use Plan; and

WHEREAS, notwithstanding this inconsistency, in Planning Board Resolution No. 18-11, the Planning Board recommended that the Township Committee adopt the proposed ordinance and Redevelopment Plan, with certain specific revisions thereto (the "Amended Zaitz Redevelopment Plan"); and

WHEREAS, the Hopewell Township Committee reviewed Planning Board Resolution No. 18-11, the Memorandum of Banisch Associates and heard the testimony of Francis Banisch and all public comments; and

WHEREAS, the Township Committee finds that the Amended Zaitz Redevelopment Plan and Ordinance advances the following objectives:

- To provide for a reasonable balance among various land uses that respects and reflects the interaction and synergy of community life.
- To provide for a variety of housing types which respond to the needs of households of varying size, age, and income, persons with disabilities and emerging demographic characteristics.
- To promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.
- To provide a range of housing opportunities within the Township with densities and lot sizes that respond to the capabilities and limitations of natural systems and

available infrastructure.

- The proposed rezoning results in an appropriate use of land which contributes to the general welfare of the community and state, and is an appropriate response to the mandate to provide affordable housing through municipal zoning.
- The proposed rezoning does not conflict with the development or general welfare of any neighboring municipality, the county or the state as a whole and it provides a reasonable development option to address local affordable housing goals.
- The proposed rezoning provides affordable housing through inclusionary development without the expenditure of public funds and results in the efficient use of the available public infrastructure while curtailing the extension of such infrastructure.
- The proposed rezoning provides zoning requirements and standards that produce the opportunity to utilize creative development techniques in order to produce good civic design and arrangements, which are subject to further Planning Board review during the development application process.
- The procedure followed in developing the proposed ordinance combines public and private procedures that result in an efficient use of land.
- The property was acquired to assist the Township in addressing the constitutional affordable housing obligation.
- The proposed ordinance improves the balance of land uses sought in the Master Plan.
- The proposed development contemplated by the proposed zoning standards should result in a compact building layout and design.
- The proposed rezoning will advance the goal of diversifying the housing stock and providing affordable housing to meet the aforementioned constitutional obligation.

NOW, THEREFORE BE IT RESOLVED, on this 26th day of March, 2018, that the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, hereby adopts the Ordinance and Amended Zaitz Redevelopment Plan. It is hereby adopted for all of the above reasons pursuant to N.J.S.A. 40:55D-62(a) and Willoughby v. Planning Board of the Twp. of Deptford, 326 N.J. Super. 158, 165-66 (App. Div. 1999).

Date Adopted: March 26, 2018

CERTIFICATION

I, Laurie E Gompf, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 26th day of March, 2018, in the Municipal Building, Hopewell Township, New Jersey.



Laurie E. Gompf, RMC
Municipal Clerk

**TOWNSHIP OF HOPEWELL,
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 18-1687

AN ORDINANCE ADOPTING AN AMENDED REDEVELOPMENT PLAN FOR BLOCK 85, LOTS 3, 4, 5.01, 7, 24 AND 30 AND BLOCK 86, LOTS 32, 33, 34 AND 130, KNOWN AS THE ZAITZ NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT, IN ACCORDANCE WITH N.J.S.A. 40A:12A-7 AND AMENDING CHAPTER XVII, "LAND USE AND DEVELOPMENT," ARTICLE VIII, "ZONING-GENERAL PROVISIONS," SECTION 17-138.b, "ZONING DISTRICTS" TO ADD SUB-PARAGRAPH 24 TO THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL

WHEREAS, by Resolution 17-299, adopted on September 11, 2017, the Township Committee of the Township of Hopewell, County of Mercer, designated the area known as Block 85, Lots 3, 4, 5.01, 7 and 24 on the Township's tax maps (the "Original Zaitz Area") as an area in need of redevelopment under the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the "Redevelopment Law"); and

WHEREAS, by Ordinance No. 17-1672 and adopted on November 27, 2017, the Township Committee adopted a Redevelopment Plan for the Original Zaitz Area, prepared by Banisch Associates, Inc. (the "Planner") and entitled "Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7 and 24 (the "Original Zaitz Redevelopment Plan"); and

WHEREAS, on January 8, 2018, the Township Committee adopted Resolution No. 18-28 directing the Planning Board to undertake a preliminary investigation as to whether the area including Block 85, Lot 30 and Block 86, Lots 32, 33, 34 and 130 on the Township's tax maps (the "Additional Parcels") meets one or more criteria for redevelopment area designation under N.J.S.A. 40A:12A-5 and should be included in the Original Zaitz Area to improve traffic conditions in such area; and

WHEREAS, the Planning Board of the Township of Hopewell, County of Mercer conducted such the preliminary investigation; and

WHEREAS, the Planning Board, on February 22, 2018, after the conclusion of a public hearing held on said date, adopted Resolution No. 18-10 finding and concluding that the Additional Parcels satisfy the criteria for redevelopment area designation set forth in N.J.S.A. 40A: 12A-5c, 5d, 5e and 5h, and recommending to the Township Committee that said area be designated an area in need of redevelopment; and

WHEREAS, the Township Committee favorably received the recommendation of the Planning Board and, by the adoption of Resolution No. 18-77 on February 26, 2018, designated the area including the Additional Parcels (together with the Original Zaitz Area, the “Amended Zaitz Area”) as an area in need of redevelopment; and

WHEREAS, Resolution No. 18-77 also authorized the preparation of a redevelopment plan for such area; and

WHEREAS, on February 26, 2018, the Township Committee introduced an ordinance approving an amendment to the Original Zaitz Redevelopment Plan to include the Additional Parcels therein (the “Original Amended Zaitz Redevelopment Plan”); and

WHEREAS, the Township Committee forwarded such ordinance and proposed Original Amended Zaitz Redevelopment Plan to the Planning Board for review pursuant to N.J.S.A.40A:12A-7e; and

WHEREAS, the Planning Board reviewed such proposed Original Amended Zaitz Redevelopment Plan and, by Resolution adopted on March 8, 2018, recommended that the Township Committee adopt same with certain specific revisions thereto; and

WHEREAS, the Planner revised the proposed Original Amended Zaitz Redevelopment Plan to incorporate the Planning Board’s recommendations therein (as revised and dated March 12, 2018, the “Amended Zaitz Redevelopment Plan”); and

WHEREAS, the Township Committee finds that the Amended Zaitz Redevelopment Plan is designed to implement a comprehensive redevelopment strategy to overcome blighting conditions and improve traffic conditions in the Amended Zaitz Area and is intended to improve the quality of life of the residents, landowners, business owners and visitors thereto to the Township of Hopewell through new investment for business and job creation and enhance the safety of vehicular traffic; and

WHEREAS, the Township Committee desires to adopt the Amended Zaitz Redevelopment Plan attached hereto.

NOW, THEREFORE BE IT ORDAINED, that the Township Committee of the Township of Hopewell adopts the following provisions:

Section 1. Adoption of the Amended Zaitz Redevelopment Plan. The Township Committee hereby adopts the Amended Zaitz Redevelopment Plan for the Amended Zaitz Area and incorporates same into this Ordinance as if sent forth at length.

Section 2. Establishment of the Redevelopment Ordinance Title. This Ordinance may be known and cited as, “Expanded Zaitz Area Redevelopment Ordinance” adding Block

85, Lot 30 and Block 86, Lots 32, 33, 34 and 130 of the Township of Hopewell, Mercer County, New Jersey”.

Section 3. Purpose and Intent. The purpose and intent of this Ordinance is to further the following goals and objectives.

A. To return the property to productive use through the efforts of private capital and ownership.

B. To provide appropriate development standards to guide and facilitate the redevelopment of the Amended Zaitz Area in a manner consistent with the overall redevelopment goals.

C. To provide a Denow Road Extension which will provide enhanced access to regional travelers, local residents and occupants of the Amended Zaitz Area, by extending the new road through and beyond the Amended Zaitz Area to connect with the traffic signal at Denow Road and Route 31.

D. To reduce the number of driveways to Route 31 and relocate the Shop Rite driveways to eliminate traffic safety hazards associated with current traffic flow.

E. To provide improved access and ingress/egress to the site and to help improve traffic flow in and around the Route 31 Circle. The potential southbound access road to Diverty Road shall not be constructed unless this road is also extended to Denow Road.

F. To provide an efficient use of the existing highway system and improve future access options through this portion of the Township.

G. Enhance the safety of vehicular, pedestrian and bicycle traffic by reducing the number of driveways on and near the circle and eliminating irregular and hazardous driveway alignments at the Route 31 Circle.

Section 4. Redevelopment Entity. The Township Committee shall act as the “Redevelopment Entity” pursuant to N.J.S.A. 40A-12A-4.c for purposes of implementing the Amended Zaitz Redevelopment Plan and carrying out redevelopment projects thereunder. In doing so, the Township Committee shall have all the powers set forth in N.J.S.A. 40A:12A-8 to effectuate its duties and responsibilities in the execution and implementation of said redevelopment plan.

Section 5. Annual Reports. Pursuant to the requirements of N.J.S.A. 40A:12A-43, the municipality shall submit an annual report to the Commissioner of the Department of Community Affairs of the State of New Jersey indicating the name, location and size of all projects undertaken in the subject redevelopment area.

Section 6. Section 17-138.b of the Land Use and Development Ordinance of the Revised General Ordinances of the Township of Hopewell shall be amended to add paragraph 24, as follows:

24. The official zoning map of the Township of Hopewell was amended on March 26, 2018 [such date being the date of the final passage of this ordinance] (Ord. # 18-1687) to designate Block 85, Lot 30 and Block 86, Lots 32, 33, 34 and 130 in the Zaitz Redevelopment Area pursuant to N.J.S.A. 40A:12A-7.c.

Section 7. Continuation. In all other respects, the Code of the Township of Hopewell shall remain unchanged.

Section 8. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 9. Interpretation. If the terms of this Ordinance shall conflict with those of another Ordinance of the Code of the Township of Hopewell, then the restriction which imposes the greater limitation shall be enforced.

Section 10. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 11. Enactment. This Ordinance shall take effect after final passage and publication in the manner prescribed by law.

Date Introduced: March 12, 2018
Date Advertised: March 16, 2018
Date Adopted: March 26, 2018



Kevin D. Kuchinski
Mayor

Attest:



Laurie E. Gompf
Municipal Clerk

Redevelopment Plan

for

Block 85

Lots 3, 4, 5.01, 7, 24 and 30

Block 86

Lots 32, 33, 34 and 130

Hopewell Township

Mercer County, New Jersey

November 2017

Amended February 2018

Prepared by:

Hopewell Township Committee

With Assistance from:

Banisch Associates, Inc.

**The original of this report was signed and sealed
in accordance with N.J.A.C. 13:41-1.3**

Table of Contents

1. INTRODUCTION.....	4
1.1 BASIS FOR THE PLAN	4
1.2 REDEVELOPMENT PLANNING PROCESS	5
1.3 OVERVIEW OF REDEVELOPMENT AREA	6
1.4 OVERVIEW OF REDEVELOPMENT PLAN	7
2. CONTEXT, VISION AND GOALS	8
2.1 CONTEXT	8
2.2 GOALS & OBJECTIVES	9
2.3 VISION.....	9
2.4 REDEVELOPMENT PLAN'S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN	10
3. LAND USE AND BUILDING REQUIREMENTS WITHIN THE REDEVELOPMENT AREA	13
3.1 IMF-X ZONE	14
3.2 IMF-X ZONE PERMITTED USES	14
3.3 IMF-X ZONE BULK AND AREA REQUIREMENTS	14
3.4 IMF-X ZONE VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS.....	15
3.5 OTHER REQUIREMENTS - IMF-X ZONE.....	16
3.6 C-1-A ZONE	17
3.7 C-1-A ZONE PERMITTED USES	17
3.8 C-1-A ZONE BULK AND AREA REQUIREMENTS FOR COMMERCIAL USES OTHER THAN CONVENIENCE STORES DISPENSING MOTOR FUEL	18
3.9 C-1-A ZONE BULK AND AREA REQUIREMENTS FOR CONVENIENCE STORES DISPENSING FUEL	18
3.10 C-1-A ZONE SIGN REQUIREMENTS FOR CONVENIENCE STORES DISPENSING MOTOR FUEL.....	18
3.11 VARIANCES AND INAPPLICABLE ORDINANCES	20
3.12 MUNICIPAL COOPERATION WITH UTILITIES	20
4. REDEVELOPMENT ACTIONS.....	21
4.1 OUTLINE OF PROPOSED ACTIONS	21
4.2 PROPERTIES TO BE ACQUIRED	21
4.3 RELOCATION.....	21
4.4 ADMINISTRATIVE PROVISIONS	21
5. PLAN CONSISTENCY REVIEW	21
5.1 RELATIONSHIP TO MASTER PLANS OF ADJOINING MUNICIPALITIES	21
5.2 RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN.....	21
5.3 RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN.....	22
6. GENERAL PROVISIONS.....	23
6.1 AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE	23
6.2 DEFINITIONS	23
6.3 VARIANCE REQUESTS	23
6.4 REQUESTS FOR DESIGN EXCEPTIONS	24
6.5 SITE PLAN AND SUBDIVISION REVIEW	24
6.6 AFFORDABLE HOUSING	25
6.7 ADVERSE INFLUENCES.....	25

6.8	NON-DISCRIMINATION PROVISIONS.....	25
7.	OTHER PROVISIONS.....	26
7.1	STATEMENT ABOUT REDEVELOPMENT	26
7.2	PROCEDURE FOR AMENDING THE APPROVED PLAN	26
	APPENDIX A.....	28

1. INTRODUCTION

1.1 BASIS FOR THE PLAN

Pursuant to the requirements of N.J.S.A. 40A:12A-6, and at the direction of the Hopewell Township Committee (Resolution No. 17-174), the Hopewell Township Planning Board undertook a preliminary redevelopment investigation of Block 85, Lots 3, 4, 5.01, 7, 24 (“Redevelopment Area”), and concluded that these parcels should be designated a non-condemnation area in need of redevelopment in accordance with the criteria set forth in N.J.S.A. 40A:12A-5. This conclusion was embraced by the Township Committee, as outlined in Resolution No. 17-299. The Planning Board subsequently responded to a Township Committee directive to examine whether Block 85, Lot 30 and Block 86, Lots 32, 33, 34 and 130 constitute a non-condemnation area in need of redevelopment with a February 22, 2018 preliminary redevelopment investigation, which found these parcels to be essential to the effective redevelopment of the remainder of the redevelopment area.

This Redevelopment Plan has also been prepared at the direction of the Hopewell Township Committee pursuant to New Jersey’s Local Redevelopment and Housing Law (LRHL) for Block 85, Lots 3, 4, 5.01, 7, 24 and 30 and Block 86, Lots 32, 33, 34 and 130 (“Redevelopment Area”). These parcels, which occupy the southwest corner of the intersection of Route 31 and Washington Crossing-Pennington Road (CR 546), include over 2,000 feet of frontage on these roadways. The redevelopment area also extends to Diverty Road, where it provides an opportunity for a future connection to the signal at Denow Road. (see Figure 1 – Aerial Photo of Redevelopment Area)

The 65-acre Redevelopment Area consists of six parcels in Block 85 and four lots in Block 86, as follows:

Block	Lot #	Tax Map Acreage
85	3	44.08
85	4	0.68
85	5.01	10.45
85	7	0.5
85	24	5.22
85	30	0.23
86	32	0..34
86	33	0.39
86	34	0.39
86	130	2.2
	Total Acreage	64.48

The Redevelopment Area includes a compliance site in the Township's fair share plan, implementing a settlement agreement with Fair Share Housing Center (FSHC) and Intervener Lennar, which is an integral part of the Township's plan to address its 1999 – 2025 housing obligation. The settlement agreements provide that development of this property will include 78 family rental units, affordable to very low, low and moderate income households.

Lot 30 in Block 85 and Lots 32, 33, 34 and 130 in Block 86 were not initially enumerated by the Township Committee among the parcels for investigation by the Planning Board. The Planning Board adopted an updated Preliminary Investigation addressing these lots on February 22, 2018 and formally recommended that these lots be included within the designated area in need of redevelopment. One of the lots (Block 85 Lot 30) is held in common ownership with Lot 24, where it is used as a driveway to Route 31 from the Wells Fargo Bank. Lots 32, 33, 34 and 130 in Block 86 provide a unique opportunity for improved access from this new neighborhood to areas to the south.

1.2 REDEVELOPMENT PLANNING PROCESS

The LRHL details the process that a municipality must follow to utilize the State's redevelopment powers. The adoption of a redevelopment plan is a precondition for the use of these powers, which permit municipalities to plan and zone in a manner that can remedy the blighting effects of underperforming, outdated or obsolete land uses and structures.

After adoption of a redevelopment plan, the municipality may:

- Negotiate and collect revenues from a redeveloper to defray the costs of the redevelopment entity.
- Clear any area owned or acquired and install, construct or reconstruct public infrastructure essential to the preparation of sites for use in accordance with the redevelopment plan.
- Contract for professional services.
- Contract with public agencies or redevelopers for the undertaking of any project or redevelopment work.
- Lease or convey property or improvements to any party without public bidding.

Redevelopment Planning Process In New Jersey N.J.S.A. 40A:12A-1 et seq.

1. Governing Body
by resolution directs the Planning Board to undertake a preliminary investigation of whether an area meets redevelopment criteria and to conduct a public hearing

2. Planning Board
examines the study area and maps the boundaries of proposed redevelopment area(s) along with the basis for the investigation

3. Planning Board
sets a date for a public hearing and gives public notice describing the boundaries of the area, and where the map is available for public inspection

4. Planning Board
completes the public hearing and recommends to governing body whether to designate all or part of study area as an area in need of redevelopment

5. Governing Body, if in agreement with Planning Board recommendation, adopts a binding resolution designating all or part of a proposed area as a redevelopment area

6. Governing Body
authorizes preparation of a redevelopment plan

7. Planning Board
reviews the redevelopment plan for consistency with Master Plan

8. Governing Body
holds a public hearing and adopts the Redevelopment Plan by Ordinance

According to the Local Redevelopment and Housing Law (NJSA 40A: 12A-1, et seq.), the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definitive local objectives, including appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements;
3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area;
4. Identification of properties to be acquired, if any;
5. Any significant relationship of the Redevelopment Plan to Master Plans of contiguous municipalities, the County and the State Development and Redevelopment Plan;
6. Enumeration of deed-restricted affordable units in the redevelopment area and their disposition.

1.3 OVERVIEW OF REDEVELOPMENT AREA

Hopewell Township occupies the northwest corner of Mercer County, and is afforded advantageous regional highway access via I-95, which straddles the Township's southern boundary. Route 31 is a direct conduit between the Redevelopment area and I-95, which is situated less than one mile south.

The existing conditions on the parcels-in-question in Block 85 are as follows:

Lot 3 is a 44-acre Township-owned parcel consisting of farm fields and woodlands. It was acquired for the production of affordable housing. Access is informal and provided via a farm driveway to CR 546.

Lot 4 is a 2/3-acre parcel occupied by a 3-bay gas station. The service bays have not been converted to convenience retail as is frequently the case, and over the past several years there have been numerous attempts at a repair business that have all closed within a few months. The site is covered with building and paving and has multiple driveways to CR 546 and Route 31.

Lot 5.01 is a 10.45-acre parcel developed with a Shop Rite supermarket. Situated at the southeast corner of the Route 32/CR 546 intersection, the access to Shop Rite is complicated by the irregular alignment of a series of driveways that are confusing to unfamiliar drivers and which encourages cross-movements that are a safety hazard. This is most evident when vehicles exiting Shop Rite attempt to enter the circle and cross southbound Route 31 traffic.

Lot 7 is a small (1/2 acre) triangular lot that adjoins Shop Rite along the Route 31 frontage. It is not in use at this time.

Lot 24 is a 5.5-acre parcel occupied by Wells Fargo Bank. The bank building and its associated driveways and parking occupy a small portion of the lot in the northeast corner, with most of the lot remaining as woodland.

Lot 30 is a 0.23-acre parcel occupied by a driveway from the Pennington Circle to the Wells Fargo Bank.

The existing conditions on the parcels-in-question in Block 86 are as follows:

Lot 32 is a 0.34-acre parcel occupied by a single family dwelling

Lot 33 is a vacant 0.39-acre parcel

Lot 32 is a 0.39-acre parcel occupied by a single family dwelling

Lot 130 is a 2.2-acre triangular lot that adjoins the Zaitz tract to the southeast and, combined with all or parts of Lots 32, 33 and 34, may in the future provide a connection beyond Diverty Road to the Denow Road signal at Route 31. No southern access road shall be connected to Diverty Road unless and until such time as this road is extended to connect to Denow Road at Route 31.

Figure 2 illustrates the land use character on and immediately adjoining the Redevelopment Area in Hopewell Township. The character and extent of land uses surrounding the PQ can be briefly summarized as follows:

To the west – single family homes fronting upon CR 546

To the north – single family homes on CR 546, a gas station on Route 31

To the east – medical offices, convenience/gas

To the south – along Route 31 - vacant lot, Township open space

– along Diverty Road – single family dwellings

The Redevelopment Area's location, with direct access to State Route 31 and proximity to I-95, gives it advantageous regional accessibility that will benefit all proposed uses. New road connections that this redevelopment can engender, including a new connection to Route 31 at Denow Road from the north and west, can help keep unnecessary traffic out of the Pennington Circle.

1.4 OVERVIEW OF REDEVELOPMENT PLAN

Situated roughly ½ mile south of Pennington Borough, the Pennington Circle, while recently upgraded, is nonetheless still plagued with a multiplicity of driveways to adjoining land uses. While these driveways occur on both northbound and southbound legs of the circle, including the liquor store to the north and convenience gas to the east, the concentration of traffic-interrupting driveways is most densely clustered on the parcels in question, between Wells Fargo Bank and Shop Rite. Access to Shop Rite is complicated by the irregular alignment of a series of driveways that are confusing to unfamiliar drivers and that encourage cross-movements that are a safety hazard. Providing improved access and ingress/egress to the site and improving traffic flow in and around the Route 31 circle are key objectives of the redevelopment plan.

Comprehensive redevelopment of these commercial sites is encouraged, in part to reduce the number of driveways and optimize driveway locations – both key factors in improving traffic flow and safety. Inclusionary residential development is also planned within the Redevelopment Area, as seen on Figure 3, "Redevelopment Concept Plan", is an illustrative representation of the conceptual circulation and land use plan that will guide redevelopment.

This plan generally indicates the distribution of future land uses within the Redevelopment Area.

Figure 4, “Concept Plan – Denow Road Extension”, depicts the conceptual approach to providing enhanced access to regional travelers, local residents and occupants of the Redevelopment Area, by extending the new road through and beyond the Redevelopment Area to connect with the traffic signal at Denow Road and Route 31. This plan will also reduce the number of driveways to Route 31 and relocate the Shop Rite driveways to eliminate traffic safety hazards associated with the current flow pattern.

This Redevelopment Plan creates an inclusionary multi-family residential zone on the largely undeveloped acreage and provides for an upgraded community-serving retail node in the area of existing commercial uses. These combined uses advance a variety of local community planning objectives, including the provision of affordable housing as part of a balanced housing plan. Other objectives include improving traffic safety and access, by reducing the proliferation of driveways on and near the circle and eliminating irregular driveway alignments affecting traffic safety at the Route 31 Circle.

2. CONTEXT, VISION AND GOALS

2.1 *CONTEXT*

The 2009 Hopewell Township Land Use Plan, which echoes the goals, objectives and policies of the 2002 Hopewell Township Master Plan, includes most of the Redevelopment Area within the R-100 Zone (44 acres) which permits single-family homes on lots as small as 20,000 square feet¹. The remainder of the Redevelopment Area (17 acres) is located in the Neighborhood Retail (C-1) Zone, which permits a variety of retail and service uses on lots of at least 80,000 square feet. The C-1 Zone was created to recognize existing retail uses that can serve local retail needs while preventing further strip commercial development. The C-1 Zone was also designed to assist in the development of lower income housing.

At the time of adoption of the 2002 Master Plan and the 2009 Land Use Plan, Hopewell Township had no reliable guidance regarding its post 1999 affordable housing obligation. Nonetheless, Hopewell Township’s continuing efforts to address its post 1999 constitutional fair share obligation resulted in 149 post-1999 affordable units and credits.

The Township has recently received Court approval to address a 1999–2025 affordable housing obligation of 1,141 low- and moderate-income housing units and, after substantial deliberation, has determined that the subject property is an appropriate site to permit higher-density inclusionary development.

The property is well-situated to provide for inclusionary residential development, having sufficient developable land to accommodate the buildings, parking and amenities and all necessary infrastructure and advantageous regional highway access.

¹ The ordinance permits a cluster provision on 7,000 square foot lots.

This Plan establishes the vision for redevelopment of the property and identifies opportunities and constraints specific to the site. It also identifies the intended future uses, their arrangement and design and method of implementation of the plan.

2.2 GOALS & OBJECTIVES

This Redevelopment Plan is a key component of Hopewell Township's comprehensive strategy to address its affordable housing obligation. This Plan aims to:

- Aid Hopewell Township in addressing its affordable housing obligation (1999-2025) through creation of a planned neighborhood of higher-density inclusionary housing at the site (IMF-X)
- Encourage redevelopment with relocated and improved driveway access to ameliorate traffic safety hazards at and near the Rt. 31 circle
- Advance Hopewell's long-standing goal to provide a wider variety of housing types within the Township
- Guide redevelopment on the property to ensure that the new housing opportunities created will be desirable and marketable
- Provide development standards that facilitate the construction of affordable housing, improve the character of commercial development and protect the character of surrounding areas of Hopewell Township.
- Encourage aesthetically pleasing architectural design, layout and finishes
- Lay out a vision for redevelopment that incorporates strategies to create a "sense of place" at the property
- Examine planning documents from surrounding municipalities, Mercer County and NJ SDRP for consistency

2.3 VISION

Market trends are demonstrating an increasing demand for alternatives to single family homes on individual lots. The "bookend generations" – Baby-boomers and Millennials – are seeking out these alternatives and are looking for more walkable locations. This Redevelopment Area is an attractive mixed use redevelopment opportunity, including housing and commercial uses in a new neighborhood with proximity to I-95 and surrounding regional employment, shopping and recreation.

A new neighborhood of aesthetically pleasing, low-maintenance apartments and townhouses will promote an active lifestyle and will respond to the housing needs of a broad cross section of the population. Amenities will include recreation facilities, including a clubhouse, tot lot, walkways and bike paths. These units will also bring residents who come to the Township looking for its many attributes and may later choose to buy a home here.

The units will be arranged to maximize connectivity and echo a traditional neighborhood design, with a central green that is well-defined by use of “street walls.” Amenities including recreational buildings, clubhouses, tot lots, barbeque patios and other common areas will be connected with pathways to promote walking and bicycling on site. With a focus on design that promotes the health, happiness and wellbeing of residents, the IMF-X zone puts a special emphasis on human-scale streetscape elements (such as benches and streetlights) and landscaping that incorporates native plants, trees and shrubs.

This Redevelopment Plan also seeks to reform the character of existing commercial development on Route 31, improve accessibility and highway safety and provide for a range of multiple family housing types that appeal to households of varying sizes, ages, and income levels. This plan also seeks to maximize the benefits of redevelopment on the surrounding road network and the Pennington Circle. Toward this end, the Township Committee has directed Township professionals to examine alternate means of ingress/egress to the Zaitz parcel (Lot 3).

The CA-1-A zone is intended to encourage redevelopment of commercial properties with relocated and improved driveway access that will make this section of Route 31 safer and more efficient. This redevelopment area is also deemed an appropriate location for a convenience store dispensing motor fuels, when designed to adequately accommodate the use.

2.4 REDEVELOPMENT PLAN’S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN

Hopewell Township has spent the past several years examining opportunities for affordable housing to address its constitutional fair share obligation. Primary among the Township’s objectives have been improved safety along Route 31 and the identification of realistic opportunities for the creation of affordable housing. This Redevelopment Area has been found to provide such an opportunity through inclusionary residential development.

This Redevelopment Plan is consistent with the following basic principles of the 2002 Master Plan and its goals and objectives:

- a. A variety of housing and a balance of opportunities to live, work and play in safe and attractive surroundings should be provided in part by identifying locations and developing criteria for mixed use development.

Rationale: The rezoning of this site will expand and diversify the local housing stock and will assist low and moderate-income households in finding decent, safe, affordable housing. It will also assist young people and older households of all income levels looking to live in a high-quality rental community with upscale amenities.

- b. An efficient circulation system that promotes important circulation linkages, retains the character of the rural road network and provides for safe vehicular, pedestrian, equestrian and bicycle movements should be maintained.

Rationale: The redevelopment of the subject property is an efficient use of the existing highway system and will improve future access options through this portion of the Township. In addition, train service to New York, Philadelphia and throughout the Northeast Corridor is available within a short ride. A network of pedestrian and bicycle pathways will be incorporated into the neighborhood design.

In addition, the redevelopment of the parcels-in-question will enhance the safety of vehicular, pedestrian and bicycle traffic by reducing the number of driveways on and near the circle and eliminating irregular and hazardous driveway alignments at the Route 31 Circle.

- c. Farmland and open lands should be retained and the impacts of development should be limited throughout the valley and mountain areas in part by allowing the use of techniques to encourage development to designated villages and hamlets.
- d. To protect the rural character and unique sense of place of the Township.

Rationale: The subject property is not in the rural Valley or Mountain zones, where farmland and other land preservation is a Township priority. Compact development in locations like this helps limit development impacts in the remaining rural areas.

- e. To promote the goals and objectives of Hopewell Township through the incorporation of local policies and strategies that respond to the basic premises, intent and purposes of the State Development and Redevelopment Plan and the Mercer County Master Plan.

Rationale: Pursuant to the settlement agreement between Hopewell Township and FSHC, the subject property will be an integral part of the Township's response to its affordable housing obligation. The State Planning Commission has placed the site in Planning Area 2, an area in which the State Development and Redevelopment Plan (SDRP) encourages growth and the production of inclusionary development. The Mercer County Master Plan supports the goals and objectives of the SDRP. More information about how this Redevelopment Plan relates to the SDRP and Mercer County's Master Plan can be found in Section 5, Plan Consistency Review.

- f. To continue and expand upon land use policies that promote controlled development at suitable locations and appropriate intensities by directing and limiting the more intense development to areas where sanitary sewer service and public water supplies exist or are planned, and by discouraging the extension of growth-inducing infrastructure into rural areas.

Rationale: The SDRP locates the site in Planning Area 2, a location where infrastructure is planned and growth is encouraged. The site is particularly appropriate for higher density housing due to:

- its immediate access to State Route 31 and proximity to Interstate 95

- the ability to provide public water and sewer to the site (located within ELSA sewer service area)
- g. To provide for a variety of housing types which respond to the needs of households of varying size, age and income, persons with disabilities and emerging demographic characteristics.

Rationale: Over the past 40 years, household sizes have been steadily decreasing, while there has been an increase in the percentage of older households. The demographic trends indicate that virtually all of New Jersey's growth over the next 20 years will be in smaller households that are under 35 and over 55. These are households that tend to rent, and demographers that study changes in household formation on housing demand project a strong increase in demand for rental housing.

Regarding the younger households, the Joint Center for Housing Studies at Harvard University concludes:

Meanwhile, the aging of the millennial generation over the coming decade will lift the number of households in their 30s by 2.4–3.0 million, depending on immigration trends. But these numbers vastly understate the impact of this group on housing demand since they will account for most newly formed households in the coming decade. Indeed, the millennials will make up fully 24 million new households between 2015 and 2025, *thus driving up demand for rentals and starter homes.*² (emphasis added)

In addition, the Joint Center for Housing Studies at Harvard University notes the following national trend regarding rentals:

Two broad trends will drive future growth in renters: the imminent surge in the number of older households and the increasing racial/ethnic diversity of younger age groups. Over the coming decade, the number of renters aged 65 and older is projected to rise by about 2.2 million and account for roughly half of all renter growth. *The aging of the population also means that the share of renters that are single persons or married couples without children will soar.*

The redevelopment at the subject property thus responds not only to a wide range of incomes, but also to the varying household size and age characteristics, and emerging demographic trends that will continue to impact the Township and the region.

- h. To promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.

² State of the Nation's Housing, 2014, page 16.

Rationale: The redevelopment of the subject property is an integral part of a settlement to address the Township's 1999 – 2025 fair share. It is located adjacent to Interstate 95; this direct connection to a major highway will connect residents to regional employment opportunities. A relatively short drive allows residents access to direct train service to Philadelphia, New York and throughout the Northeast Corridor.

- i. To provide a range of housing opportunities within the Township, with densities and lot sizes that respond to the capabilities and limitations of natural systems and available infrastructure.

Rationale: The IMF-X zone provides an opportunity to expand the range and diversity of Hopewell's housing supply and includes townhouses and apartments serving a wide range of housing needs. The subject property lies within the ELSA sewer service area.

- j. To establish transportation policies and programs that improve connections among housing, employment and commercial uses, including provisions for vehicular and pedestrian travel and bicycle paths.

Rationale: The subject property is consistent with this goal in that the housing has easy access to employment and commercial opportunities through its location on Route 31 and proximity to the Interstate 95 interchange. Pedestrian and bicycle circulation systems will be incorporated in the design to connect open space and common areas.

- k. To control development in rural areas so that traffic will not exceed the capacity of the existing rural road network and historic bridges to provide safe, efficient and convenient traffic movements based on rural road service standards designed to maintain the character of the community.

Rationale: The use of the subject property as a commercial and multi-family inclusionary housing site will limit traffic on rural roads because of its direct access to State Route 31 and proximity to Interstate 95.

The spirit of Hopewell Township's Master Plan goals and objectives has served to guide this Redevelopment Plan, ensuring it promotes the Township's long-standing goals and objectives, and that the resulting redevelopment will harmonize with established nearby neighborhoods and preserve the high quality of life in Hopewell.

3. LAND USE AND BUILDING REQUIREMENTS WITHIN THE REDEVELOPMENT AREA

This Redevelopment Plan shall supersede Hopewell's Land Use and Management Ordinance (Chapter 17) in the event of conflict. The general standards set forth in the Hopewell Township Land Use Ordinance shall continue to apply except when inconsistent with the standards set forth in this Redevelopment Plan.

This Redevelopment Plan provides for the development of a new multi-family residential inclusionary community within the residential portion of the Redevelopment Area and a realignment of access to commercial uses within a new C-1-A Zone. The IMF-X Zone will permit multiple family residential development on at least 30 acres and must include at least 78 non-age restricted rentals, affordable to very low, low and moderate income households. In accordance with Hopewell Township Ordinance #17-1670, an additional 30 non-age restricted rentals, affordable to very low, low and moderate income households may be constructed on this site in the event deemed necessary in accordance with the settlement of litigation (Docket No. MER-L-1557-15).

Appropriately integrated architectural themes shall be utilized throughout the development and redevelopment, including all principal and accessory buildings, structures and signage.

3.1 **IMF-X ZONE**

3.2 *IMF-X ZONE PERMITTED USES*

Principal permitted uses are intended to create a vibrant mixed-income multi-family neighborhood and include a variety of multi-family dwelling types, including:

- garden apartments
- townhouses
- stacked townhouses
- stacked flats

Accessory uses include utility structures and facilities, off-street parking facilities, solid waste facilities and structures designed for recreation or community use, private garages and carports, a swimming pool with outdoor dining area, dog runs, tot lots and pedestrian and bicycle paths. There shall be a community clubhouse with fitness room and club room, as well as a furnished model, management and leasing offices and maintenance facilities.

Monument signs, which may be located at the entrance to the development, shall not be internally illuminated and shall be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.

3.3 *IMF-X ZONE BULK AND AREA REQUIREMENTS*

A. Min. Lot Area (Tract)	30 Acres
B. Min. Residential Lot Area	NA
C. Min Lot Width (Tract)	100 Feet
D. Min Lot Depth (Tract)	125 Feet
E. Min Front Yard Setback (Tract) ^{1,3}	75 Feet
F. Min Side Yard Setback (Tract) ^{1,3}	40 Feet
G. Min Rear Yard Setback (Tract) ^{1,3}	50 Feet
H. Min. Setback from Buildings Onsite:	

Front to Front	60 Feet
Front to Side	40 Feet
Side to Side	20 Feet
Rear to Rear	50 Feet
Rear to Side	30 Feet
I. Min. Building Setback to Roadway ²	15 Feet
J. Max. Building Coverage (residential)	30%
K. Max. Impervious Coverage	60%
L. (Residential Lot Coverage)	
M. Max. Building Height: South of Transco ROW	45 Feet / 3-stories ³
Max. Building Height: North of Transco ROW	55 Feet / 4-stories ³
N. Maximum Gross Residential Density	12 units / acre
O. Maximum Units per Building	
Traditional Townhouse	8 units / bldg.
Stacked Townhouse	18 units / bldg.
Multi-Family Building	30 units / bldg.
P. Parking Setbacks:	
From Building	10 Feet
From Property Line	5 Feet
From Existing Public Street	25 Feet
Q. Parking Spaces: Number	Per RSIS
R. Parking Stall Size	9 FT x 18 FT
S. Drive Aisle Width	24 Feet
T. Clubhouse:	
Size	Min. 2.5 SF / Unit
Parking	Min. 1/20 Units
Pool Size	Min. 2.5 SF / Unit
1. Patios, decks, and fences permitted to be located within building setbacks except no closer than 10 feet to any tract boundary. 2. Open porches and stairs permitted to be located closer to roadway. 3. 4-story buildings, if required, should be clustered in the center of the site and no building taller than 3 stories shall be closer than 100' from any tract line.	

3.4 IMF-X ZONE VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS

- A. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.

1. Affordable housing units shall be affordable family rentals and shall not be age-restricted.
2. The affordable housing units shall be located in more than one building.
3. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.
4. There shall be a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 40 years for all affordable units.
5. Affordable housing units shall be distributed throughout the development, either individually or by dispersing buildings housing only affordable units throughout the neighborhood.

3.5 OTHER REQUIREMENTS - IMF-X ZONE

A. Building Design. The design of the buildings shall be residential and not institutional and shall conform to the following:

1. Architectural elevations and floor plans shall be provided for each type of building.
2. Maximum length of buildings shall not exceed 225 feet.
3. Variations in setback, materials, colors and design including breaks in the building façade shall be encouraged to reduce and separate the building mass.
4. Pitched roofs are preferred. If flat roofs are provided, best efforts shall be made to incorporate green design techniques (green roofs, solar) and to shield any roof mounted equipment.
5. All HVAC and mechanical equipment shall be located on the side or rear of each home. If not so located, then it shall be adequately screened from view.
6. All multiple family dwelling buildings and all accessory buildings and structures, including signs, shall be designed in a unified architectural style.
7. Building design shall include spare electrical conduit to permit future installation of rooftop mounted solar.

B. Circulation.

1. A boulevard street entry shall be provided along with an internal connection between the residential and commercial developments to reduce overall site-generated off-tract traffic volumes.
2. Pedestrian and/or bicycle circulation systems shall be designed to extend through and connect with open space and common areas. Sidewalks shall be provided on at least one side of the streets throughout the community.

3. The approval of a redevelopment plan shall be conditioned upon Planning Board review and approval of the applicant's traffic studies evaluating alternate means of access to the Zaitz tract and assessing the cumulative impacts from all known development projects on the surrounding road network.
4. The internal road circulation/alignment shall be designed to discourage cut through traffic and should employ such traffic calming techniques as are recommended by qualified traffic engineers.
5. The site plan should provide for consolidation of access points within in the redevelopment area along Route 31.

C. Open Space/Buffers.

1. A minimum of 20 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space which shall include any area available for civic uses and restricted due to utility easements.
2. No more than one-half of the minimum 20 percent of land area may be wetlands, wetlands buffer, 100-year flood plains or lands with a topographic slope of 15 percent or greater.
3. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.
4. The site landscape design shall retain existing woodlands where feasible. However, when new development will be located in proximity to existing residences, site landscaping shall include a combination of berming and shrub and tree plantings along the common border between the site and the Diverty lots. This landscape buffer shall be established before the issuance of a building permit for any building within 150' of any lot on Diverty Road.

D. Utilities/Services. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.

E. Stormwater. Stormwater designs shall be in a form as naturalized as possible and shall promote water quality, minimize maintenance and provide for groundwater recharge.

3.6 **C-1-A ZONE**

3.7 **C-1-A ZONE PERMITTED USES**

Principal permitted uses, which include a variety of office, retail and service uses, including grocery stores, banks, restaurants and shopping centers are intended to encourage redevelopment of these commercial properties with relocated and improved driveway access

that will make this section of Route 31 safer and more efficient. This redevelopment area is also deemed an appropriate location for a convenience store dispensing motor fuels, when designed to adequately accommodate the use.

3.8 C-1-A ZONE BULK AND AREA REQUIREMENTS FOR COMMERCIAL USES OTHER THAN CONVENIENCE STORES DISPENSING MOTOR FUEL

1. *Minimum lot size:* 1 acre
2. *Minimum lot width:* 200 feet
3. *Minimum lot depth:* 150 feet
4. *Minimum front yard setback:*
 - a. *Buildings up to 20,000 s.f.:* 50 feet
 - b. *Buildings greater than 20,000 s.f.:* 200 feet
 - c. *Fuel canopy or storage tanks:* 15 feet
5. *Minimum westerly building setback:* 60 feet
6. *Minimum southerly building setback:* 40 feet
7. *Maximum building height:* 40 feet
8. *Maximum floor area ratio:* 0.20
9. *Maximum lot impervious coverage:* 70%
10. *Minimum parking setback:*
 - a. *From streets:* 5 feet
 - b. *From adjacent lot lines:* 10 feet
 - c. *From residential zones and uses:* 25 feet

3.9 C-1-A ZONE BULK AND AREA REQUIREMENTS FOR CONVENIENCE STORES DISPENSING FUEL

- A. Minimum lot size: 1.5 acres.
- B. Maximum building size: 6,500 square feet.
- C. Maximum number of fueling stations: eight dispensers with two fueling positions at each.
- D. Maximum height for convenience store building: 35 feet, exclusive of towers, cupolas or other architectural elements
- E. Maximum height for fuel area canopy: not to exceed height of convenience store building.
- F. Parking: minimum of one space for each 300 square feet of building footprint, plus one space for each employee on the most heavily-staffed shift. Additional parking shall be provided where needed to enhance internal circulation and eliminate stacking at driveways.

3.10 Architectural Design

1. Buildings should have architectural features and patterns that provide variety and visual interest. Buildings should include substantial variation through the use of the three main elements of base, field and entablature. Primary building facades shall be articulated by façade offsets and the use of vertical and horizontal elements to provide shadow lines, breaks and banding.

2. Doorways, windows and other openings in the façade of buildings should be proportioned to reflect pedestrian scale and movement and encourage interest at the ground level.

3.11 Landscape Requirements

1. The protection of wooded areas, specimen trees, and existing vegetation within the redevelopment area shall be a factor in determining the location of open space, buildings, paved surfaces, underground services, walkways, and finished grade levels and shall be based on a survey of the natural features of the tract.
2. Perimeter landscaping requirements. Landscaping shall be required along abutting streets and between non-residential land uses and residential uses. The minimum width of vegetation other than ground cover shall be 25 feet. Existing vegetation which is of high quality and appropriate density shall be retained. Where existing vegetation is unsuitable, it shall be augmented or replaced by new plantings in accordance with a landscape plan submitted to and approved by the Planning Board. The perimeter landscape area shall be suitable for its function of site enhancement and screening and shall incorporate street trees as appropriate along existing frontages. Landscaping along streets shall allow for views and vistas into the site, while landscaping between land use changes shall be for screening purposes. Native vegetation should be utilized where possible due to its natural resistance to drought and disease and its acclimation to this area. For each 100 lineal feet of landscaping between non-residential and residential land uses, 5 large or medium-sized trees (at maturity), 8 small or ornamental trees, 15 evergreens or conifers and 30 shrubs (minimum size of 15-18") shall be installed.
3. Building within the required 25-foot landscaping width. Public and private streets affording access to the site may cross the required landscaping. Accessory structures such as utilities and signs approved as part of the signage plan, and traffic signal and street lighting systems may be placed in the landscaping width. However, no off-street parking facilities, storm water management facilities trash/recycling enclosures, electrical transformers, underground utilities (excepting connections to off-site utilities or systems) or other buildings shall be constructed within this required width. Other site landscaping. All other landscaping on the site shall conform to §17-89 of the LUDO.
4. A minimum of 20 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space which shall include any area available for civic uses and restricted due to utility easements.
5. No more than one-half of the minimum 20 percent of land area may be wetlands, wetlands buffer, 100-year flood plains or lands with a topographic slope of 15 percent or greater.
6. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.

3.12. C-1-A ZONE SIGN REQUIREMENTS FOR CONVENIENCE STORES DISPENSING MOTOR FUEL

- A. Free Standing signs: one free standing pole sign at the driveway of each street frontage, with fuel pricing, maximum area of 100 square feet, maximum height of 20 feet and minimum set back of 5 feet from any street.
- B. Façade sign: Two façade signs, one each on the front and back of the building, not to exceed the size requirements of the Land Development Ordinance..
- C. Canopy signs: maximum of three canopy signs, no wider than the width of the canopy, located on, or under or on the side of, the canopy facing the front or side street.

3.13 VARIANCES AND INAPPLICABLE ORDINANCES

- A. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.
- B. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
- C. The developer of the redevelopment area may also request relief from other cost generative features of land use ordinances.

3.14 MUNICIPAL COOPERATION WITH UTILITIES

- A. The Township shall confirm in writing its support of submission and applications for all utilities (specifically water and sewer) and all necessary government agency or private utility approvals related to all aspects of the development within five (5) business days of a written request for such support from the developer. Specifically, the Township shall assist the developer in discussions with ELSA, Mercer County, NJDOT, NJDEP, the DRCC and any other public or private entity with which the developer must deal in order to develop the subject property, including any effort the developer may make to decrease the fees charged by ELSA. The Township shall assist in acquiring rights-of-way or easements if necessary. The township will support the use of other redevelopment tools as prescribed by law.

4. REDEVELOPMENT ACTIONS

4.1 *OUTLINE OF PROPOSED ACTIONS*

Construction of new structures and other improvements shall take place as proposed in this Redevelopment Plan. The redeveloper will be required to enter into a Redeveloper's Agreement with the Township that stipulates the precise nature and extent of the improvements to be made and their timing and phasing shall be governed as permitted therein.

4.2 *PROPERTIES TO BE ACQUIRED*

This Redevelopment Plan shall not require Hopewell to acquire any privately-owned property within the Redevelopment Area.

4.3 *RELOCATION*

This Redevelopment Plan will not displace or relocate any residents within the Redevelopment Plan Area.

4.4 *ADMINISTRATIVE PROVISIONS*

Redevelopment activities within the Redevelopment Area shall comply with all requirements in any executed redevelopment agreement between a designated redeveloper and the Township of Hopewell.

5. PLAN CONSISTENCY REVIEW

5.1 *RELATIONSHIP TO MASTER PLANS OF ADJOINING MUNICIPALITIES*

The Redevelopment Area is not adjacent to any of Hopewell Township's borders, and will have no impact on the zone plans of these municipalities, since the Redevelopment Area is situated more than one mile from the closest municipal neighbors, Ewing and Lawrence Townships.

5.2 *RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN*

The Mercer County Master Plan (amended in 2016) supports the basic goals, objectives and strategies of the State Development Redevelopment Plan. It focuses on combating urban sprawl and capitalizing on available transportation infrastructure. The use of the subject property for inclusionary development is consistent with the following housing and transportation goals (MCMP pages 30 and 32):

1. Focus on housing needs of the work force.

2. Address the housing needs of both lower-income and moderate-income households
3. Through planning efforts, continue to make efficient use of existing road infrastructure including the implementation of access management concepts to maximize the efficiency of the existing roadway system.

5.3 RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN

The site lies in Planning Area 2 (PA2). The SDRP envisions itself as a growth management plan and PA-2 is one of the areas in which the SDRP promotes growth, including higher density inclusionary development. PA-2 is a preferred location for inclusionary development. The SDRP's goals for PA-2 include:

- a. Guiding development in more compact forms,
- b. Encouraging densities that promote transit,
- c. Providing for a full range of housing choices, and
- d. Encouraging redevelopment.

The intent of the State Plan for PA-2 is to:

- Provide for much of the State's future development
- Promote growth in Centers and other compact forms
- Protect the character of existing stable communities
- Protect natural resources
- Redesign areas of sprawl
- Reverse the current trend toward further sprawl
- Revitalize cities and towns

The State Plan, which provided the organizing principles around which the Township's 2002 Master Plan was developed, encourages incentives for beneficial development in PA-2 that protects resources and community character. Policy objectives for Redevelopment in Planning Area 2 include retrofitting existing developed areas and developing at higher residential densities, both proposed here.

The adopted housing policies of the State Development and Redevelopment Plan (SDRP) are specifically advanced by this redevelopment plan, as seen in the highlighted excerpt below:

#6. Housing – *Preserve and expand the supply of safe, decent and reasonably priced housing* while meeting the constitutional mandate with respect to affordable housing through improved planning, regulatory reform, supportive infrastructure investments, housing subsidies, tax and discounted fee incentives and municipal property tax relief in ways that are consistent with the vision and goals of the State Plan. (emphasis added)

6. GENERAL PROVISIONS

6.1 AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE

The Zoning Map of the Township of Hopewell is hereby amended to indicate the location of the Inclusionary Multifamily Development IMF- X Zone and to reference this Redevelopment Plan.

6.2 DEFINITIONS

The “Definitions” section of the Township’s Land Development Ordinance shall govern unless a word is otherwise defined herein.

For purposes of this plan, *Convenience Stores Dispensing Motor Fuel*, are hereafter defined as follows: a retail establishment operating 24 hours per day, 7 days per week, offering for sale prepackaged food products and grocery items, hot and cold made-to order drinks, freshly prepared foods, including sandwiches, soups and salads, household items, tobacco products, newspapers and magazines, in-store ATM and lottery, and which includes outside facilities for dispensing motor fuels, gasoline and diesel fuel for light trucks and passenger vehicles under a lit canopy. No servicing of motor vehicles is permitted, although up to two external air pumps may be provided.

6.3 VARIANCE REQUESTS

Hopewell Township’s Master Plan goals and policies have been designed to permit managed growth in appropriate locations and to protect the many valuable environmental and cultural features of the natural and man-made landscape. These primary objectives continue to govern this redevelopment plan.

Within this context, the Hopewell Township Planning Board may grant variances from the regulations within this Redevelopment Plan, where by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, the strict application of any bulk regulation adopted pursuant to this Redevelopment Plan would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the redeveloper.

The Hopewell Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this 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 Redevelopment Plan.

An application for site plan approval shall provide public notice of such application and shall further identify all requested variances from the regulations contained herein.

Notwithstanding the above, no variances shall be granted that would permit a use or principal structure not permitted by the Redevelopment Plan or an increase in the maximum permitted floor area ratio or an increase in the maximum permitted height of a principal structure by more than 10 feet or 10%, whichever is less, which can only be modified by a duly adopted amendment to this Redevelopment Plan.

6.4 REQUESTS FOR DESIGN EXCEPTIONS

The Hopewell Township Planning Board may grant design exceptions from the regulations contained within this Redevelopment Plan as may be reasonable and within the general purpose and intent of this Redevelopment Plan or if the literal enforcement of one or more provisions is impractical or will exact undue hardship because of peculiar conditions related to the property in question.

6.5 SITE PLAN AND SUBDIVISION REVIEW

Within the Redevelopment Area, subdivisions and/or site plans providing for the demolition of existing improvements and construction of new buildings and other improvements shall be prepared in accordance with the requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and shall be submitted by the redeveloper for review and approval by the Township of Hopewell Planning Board.

To assure the comprehensive and Township-coordinated development of the Redevelopment Area, any site plan presented to the Hopewell Planning Board shall be consistent with the terms of this Redevelopment Plan and shall include at least the following elements:

- An overall concept plan for the Redevelopment Area identifying land use types, building heights, floor areas of each building and the number of residential units.
- Architectural elevations, renderings and floor plans.
- A streetscape plan, indicating the overall design, locations and materials to be used, including pavements, trees and other plantings and any street furniture.
- Parking, loading and vehicular access plan. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area on adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency.
- Landscape plan.
- Utility plan.
- Stormwater management plan.

- Lighting plan.
- Phasing plan.

No permits shall be issued for construction of buildings within the Redevelopment Area until the Hopewell Planning Board has granted final site plan approval for such improvements.

The criteria for the consideration and approval of the site plan shall be in conformance with the requirements of this Redevelopment Plan, the site plan provisions of the Township of Hopewell Land Use and Development Ordinance and the executed Redevelopment Agreement between the redeveloper and the Township of Hopewell.

6.6 AFFORDABLE HOUSING

Any redeveloper of Block 85, Lot 3 shall be required to build and deed-restrict according to COAH requirements at least 78 dwelling units as affordable housing, in any redevelopment agreement between the redeveloper and the Township of Hopewell. In accordance with Hopewell Township Ordinance #17-1670, an additional 30 non-age restricted rentals, affordable to very low, low and moderate income households may be constructed on this site in the event deemed necessary in accordance with the settlement of litigation (Docket No. MER-L-1557-15).

6.7 ADVERSE INFLUENCES

No use shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

6.8 NON-DISCRIMINATION PROVISIONS

No covenant, lease, conveyance or other instrument shall be affected or executed by the Township Committee or by any redeveloper or any of his successors or assignees, whereby the sale, lease, use or occupancy of land within the Redevelopment Area is restricted on the basis of race, creed, color, sexual orientation or national origin. Appropriate covenants, running with the land in perpetuity, shall prohibit any such restrictions and shall be included in the disposition instruments.

6.9 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 30 years from the date of approval of this plan by the Township Committee.

7. OTHER PROVISIONS

7.1 STATEMENT ABOUT REDEVELOPMENT

In accordance with N.J.S.A. 40A:12A-1 et seq., known as The Local Redevelopment and Housing Law, the following statements are made:

- The Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements. The Plan has laid out various programs and strategies needed to be implemented in order to carry out the Plan objectives.
- The Redevelopment Plan lays out the proposed land uses and building requirements for the Redevelopment Area.
- The Redevelopment Plan does not envision a need to acquire privately-owned properties or to relocate any residents or businesses.
- The Redevelopment Plan is substantially consistent with the Master Plan for the Township of Hopewell, which has long sought to provide its fair share of affordable housing and has focused attention on the Route 31 corridor needs for improvement. This plan will provide affordable housing and allow better and safer travel on the State and County roads that provide access to the redevelopment area. The Plan also complies with the goals and objectives of the New Jersey State Development and Redevelopment.
- This Redevelopment Plan shall supersede all provisions of the Zoning and Land Development Regulations of the Township of Hopewell regulating development in the area addressed by this Redevelopment Plan, except where stated otherwise within the text of this Plan. Final adoption of this Plan by the Township Committee shall be considered an amendment of the Township of Hopewell Zoning Map.
- If any section, paragraph, division, subdivision, clause or provision of this Redevelopment Plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause or provision so judged, and the remainder of this Redevelopment Plan shall be deemed valid and effective.

7.2 PROCEDURE FOR AMENDING THE APPROVED PLAN

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of state law. A non-refundable application fee shall be paid pursuant to site plan fee schedule found in Section 10-1 "Fees" by the party requesting such amendment,

unless the request is issued from any agency of Hopewell Township. The Township Committee, at its sole discretion, may require the party requesting the amendments to prepare a study of the impact of such amendments, which study must be prepared by a professional planner licensed in the State of New Jersey.

APPENDIX A
Zoning Amendment Creating the IMF-x Zone and the C-1-A Zone

1. Add the following definition to 17-181 WORDS DEFINED:

Convenience Store with Motor Fuel Dispensing - a retail establishment operating 24 hours per day, 7 days per week, offering for sale prepackaged food products and grocery items, hot and cold made-to order drinks, freshly prepared foods, including sandwiches, soups and salads, household items, tobacco products, newspapers and magazines, in-store ATM and lottery, and which includes outside facilities for dispensing motor fuels, gasoline and diesel fuel for light trucks and passenger vehicles under a lit canopy. No servicing of motor vehicles is permitted, although up to two external air pumps may be provided.

2. Amend the Land Use and Development Ordinance and Zoning Map to establish a new Inclusionary Multi-Family– x (IMF-x) District subject to the following requirements:

Section 17-173 Inclusionary Multi-Family–X (IMF-X) District

A. Purpose: This IMF-x Zone provides for a multi-family residential inclusionary neighborhood, including at least 78 non-age restricted rental units affordable to very low, low and moderate income housing units. In accordance with Hopewell Township Ordinance #17-1670, an additional 30 non-age restricted rentals, affordable to very low, low and moderate income households may be constructed on this site in the event deemed necessary in accordance with the settlement of litigation (Docket No. MER-L-1557-15).

B. Permitted Uses

A. Multi-family dwellings consisting of:

1. Garden apartments.
2. Townhouses.
3. Stacked townhouses - stacked townhouses may have rear loaded driveways and garages with a rear access way of 24 feet in width (excluding driveways for two-way traffic) or 18 feet in width (excluding driveways for one-way access).
4. Stacked flats.

B. Accessory Uses

1. Structures designed for recreation or community use as a part of the multi-family dwelling development.
2. Private garages and carports.
3. Swimming pool with outdoor dining area, outdoor barbeque and party deck.
4. Dog runs.
5. Tot lots.
6. Walking paths.
7. Barbeque patios.

8. Off-street parking facilities.
9. Solar panels.
10. Community clubhouse with fitness room, club room, business center and furnished model.
11. Management and leasing offices.
12. Maintenance office/garage building not to exceed one (1) story in height and 1,500 square feet in floor area. The façade design shall match the residential structures.
13. Solid waste and recycling facilities.
14. Monument signs located at entrance to be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.
15. Utility structures and facilities needed to provide the direct service of gas, electricity, telephone, water, sewerage and cable television.
16. Temporary sales model homes within the respective home types, including related direction signage to identify the home(s) as a model.
17. One temporary construction trailer and one temporary marketing/sales trailer.
18. Patios and decks directly adjacent to the rear of any homes, which shall also be permitted to be located within building setbacks.
19. Privacy fences separating the townhomes shall not exceed ten (10) feet in length and shall not enclose a patio.
20. Such other accessory uses customarily incidental to the uses permitted herein, however outdoor storage (furniture, etc. that are functional and which can be accommodated on a deck or patio) is not permitted. Freestanding or attached storage sheds outside of a patio or deck are not permitted.

C. Bulk and Area Requirements

E. Min. Lot Area (Tract)	30 Acres
F. Min. Residential Lot Area	NA
G. Min Lot Width (Tract)	100 Feet
H. Min Lot Depth (Tract)	125 Feet
E. Min Front Yard Setback (Tract) ^{1,3}	75 Feet
F. Min Side Yard Setback (Tract) ^{1,3}	40 Feet
G. Min Rear Yard Setback (Tract) ^{1,3}	50 Feet
H. Min. Setback from Buildings Onsite:	
Front to Front	60 Feet
Front to Side	40 Feet
Side to Side	20 Feet
Rear to Rear	50 Feet
Rear to Side	30 Feet
I. Min. Building Setback to Roadway ²	15 Feet
J. Max. Building Coverage (residential)	30%
P. Max. Impervious Coverage	60%
Q. (Residential Lot Coverage)	
R. Max. Building Height: South of Transco ROW	45 Feet / 3-stories ³

Max. Building Height: North of Transco ROW	55 Feet / 4-stories ³
S. Maximum Gross Residential Density	12 units / acre
T. Maximum Units per Building	
Traditional Townhouse	8 units / bldg.
Stacked Townhouse	18 units / bldg.
Multi-Family Building	30 units / bldg.
P. Parking Setbacks:	
From Building	10 Feet
From Property Line	5 Feet
From Existing Public Street	25 Feet
Q. Parking Spaces: Number	Per RSIS
R. Parking Stall Size	9 FT x 18 FT
S. Drive Aisle Width	24 Feet
T. Clubhouse:	
Size	Min. 2.5 SF / Unit
Parking	Min. 1/20 Units
Pool Size	Min. 2.5 SF / Unit
1. Patios, decks, and fences permitted to be located within building setbacks except no closer than 10 feet to any tract boundary. 2. Open porches and stairs permitted to be located closer to roadway. 3. 4-story buildings, if required, should be clustered in the center of the site and no building taller than 3 stories shall be closer than 100' from any tract line.	

D. Very Low, Low and Moderate Income Housing Requirements

Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.

1. Affordable housing units shall be affordable family rentals and shall not be age-restricted.
2. The affordable housing units shall be located in two or more buildings.
3. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.
4. There shall be a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 40 years for all affordable units.
5. Affordable housing units shall be distributed throughout the development, either individually or by dispersing buildings housing only affordable units throughout the neighborhood.

E. Other Requirements

1. Site Design

Any application for development or redevelopment shall include at least the following elements:

- A. An overall development plan for the Redevelopment Area identifying land use types, building heights, floor areas of each building and the number of residential units.
- B. Building Design. The design of the buildings shall be residential and not institutional and shall conform to the following:

- 1. Architectural elevations and floor plans shall be provided for each type of building.
- 2. Maximum length of buildings shall not exceed 225 feet.
- 3. Variations in setback, materials, colors and design including breaks in the building façade shall be encouraged to reduce and separate the building mass.
- 4. Pitched roofs are preferred. If flat roofs are provided, best efforts shall be made to incorporate green design techniques (green roofs, solar) and to shield any roof mounted equipment.
- 5. All HVAC and mechanical equipment shall be located on the side or rear of each home. If not so located, then it shall be adequately screened from view.
- 6. All multiple family dwelling buildings and all accessory buildings and structures, including signs, shall be designed in a unified architectural style.
- 7. Building design shall include spare electrical conduit to permit future installation of rooftop mounted solar.

C. Circulation and Streetscape Plan.

- 1. A boulevard street entry shall be provided along with an internal connection between the residential and commercial developments to reduce overall site-generated off-tract traffic volumes.
- 2. Pedestrian and/or bicycle circulation systems shall be designed to extend through and connect with open space and common areas and shall indicate the locations and types of materials to be used including pavements, trees and other plantings and any street furniture. Sidewalks shall be provided on at least one side of the streets throughout the community.
- 3. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area and all

known developments that will be coming on line. adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency. The approval of a redevelopment plan shall be conditioned upon Planning Board review and approval of the applicant's traffic studies evaluating alternate means of access to the Zaitz tract and assessing the cumulative impacts from all known development projects on the surrounding road network.

4. The internal road circulation/alignment shall be designed to discourage cut through traffic and should employ such traffic calming techniques as are recommended by qualified traffic engineers.
5. The site plan should provide for consolidation of access points within in the redevelopment area along Route 31.

D. Architectural elevations, renderings and floor plans.

E. Open Space/Landscape Buffers.

1. Landscape design. The protection of wooded areas, specimen trees, and existing vegetation within the redevelopment area shall be a factor in determining the location of open space, buildings, paved surfaces, underground services, walkways, and finished grade levels and shall be based on a survey of the natural features of the tract.
2. Perimeter landscaping requirements. Landscaping shall be required along abutting streets and between non-residential land uses and residential uses. The minimum width of vegetation other than ground cover shall be 25 feet. Existing vegetation which is of high quality and appropriate density shall be retained. Where existing vegetation is unsuitable, it shall be augmented or replaced by new plantings in accordance with a landscape plan submitted to and approved by the Planning Board. The perimeter landscape area shall be suitable for its function of site enhancement and screening and shall incorporate street trees as appropriate along existing frontages. Landscaping along streets shall allow for views and vistas into the site, while landscaping between land use changes shall be for screening purposes. Native vegetation should be utilized where possible due to its natural resistance to drought and disease and its acclimation to this area. For each 100 lineal feet of landscaping between non-residential and residential land uses, 5 large or medium-sized trees (at maturity), 8 small or ornamental trees, 15 evergreens or conifers and 30 shrubs (minimum size of 15-18") shall be installed.
3. Building within the required 25-foot landscaping width. Public and private streets affording access to the site may cross the required landscaping. Accessory structures such as utilities and signs approved

as part of the signage plan, and traffic signal and street lighting systems may be placed in the landscaping width. However, no off-street parking facilities, storm water management facilities trash/recycling enclosures, electrical transformers, underground utilities (excepting connections to off-site utilities or systems) or other buildings shall be constructed within this required width.

4. Other site landscaping. All other landscaping on the site shall conform to §17-89 of the LUDO
 5. A minimum of 20 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space which shall include any area available for civic uses and restricted due to utility easements.
 6. No more than one-half of the minimum 20 percent of land area may be wetlands, wetlands buffer, 100-year flood plains or lands with a topographic slope of 15 percent or greater.
 7. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.
 8. The site landscape design shall retain existing woodlands where feasible. However, when new development will be located in proximity to existing residences, site landscaping shall include a combination of berming and shrub and tree plantings along the common border between the site and the Diverty lots. This landscape buffer shall be established before the issuance of a building permit for any building within 150' of any lot on Diverty Road.
- F. Utility plan. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.
- G. Stormwater management plan - Stormwater designs shall be in a form as naturalized as possible and shall promote water quality, minimize maintenance and provide for groundwater recharge.
- H. Lighting plan.
- I. Phasing plan.

F. Variances and Inapplicable Ordinances

1. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.
2. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with.

Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.

3. The developer of the redevelopment area may also request relief from cost generative features of Township land use ordinances.

G. Redeveloper's Agreement

The Redeveloper shall enter into an agreement with the municipality pursuant to the provisions of N.J.S.A. 40:55D-39 within 90 days of a memorialized Board resolution of final site plan approval setting forth variations from ordinary standards for preliminary and final approval to provide increased flexibility and promote mutual agreement between the applicant and the municipality at the time of conceptual master site plan approval. The substance of the Redeveloper's Agreement shall be consistent with the laws of the State of New Jersey, the Hopewell Land Use Code and the conditions and standards applicable to development in the zone. The Redeveloper's Agreement shall be in a form satisfactory to the Township Attorney, and may include, but is not limited to, provisions relating to the following:

1. Building layout and use.
2. Signage: Criteria to ensure a harmonious signage design for the entire development, which shall include lettering style, lighting standard types, sign material and sign lighting.
3. Architecture: Architectural design standards to ensure that the development will result in an aesthetically-harmonious design which may include external building materials, fenestration, color, mechanical penthouse screening and roof appearance where visible from adjoining buildings of higher elevation. Upon application by the developer and upon approval of the Planning Board, architectural criteria may be revised from time to time.
4. Lighting plan: to ensure a uniform lighting plan to provide safe and attractive lighting for exterior roads, interior roads and driveways, parking lots, walkways and landscape display lighting.
5. Landscaping: to ensure retention of natural vegetation, landscaping of parking areas, landscaping of building sites and the screening of trash collection and removal areas, buffering and wind shielding, pedestrian and bike linkages between buildings and the entire tract to encourage free passage while discouraging conflict with vehicular traffic.
6. Recreation: Active and passive recreational facilities, such as jogging and fitness trails, passive sitting areas, and other athletic facilities shall be provided for the benefit of building occupants.
7. Maintenance: Developer's obligation to maintain: provisions for maintenance and repair by the developer, or his successors, of building exteriors, trash removal and maintenance of internal roadways, landscaping, buffered areas and open spaces.
8. Payment In Lieu Of Taxes Agreement

H. Plan Amendment

Amendments to the Redevelopment Plan may be adopted in order to meet changing circumstances within and affecting the Redevelopment Area and the Township, but any site plan must be consistent with the adopted or amended Redevelopment Plan and conform to the design requirements of the ordinance.

1. Amend the Land Use and Development Ordinance and Zoning Map to establish a new and a new Retail Service (C-1-A) District subject to the following requirements:

Section 17-174 Retail Service (C-1-A) District

A. Purpose: This district provides for the consolidation and redevelopment of an area of existing commercial uses situated on the west side of the Pennington Circle. The intent for this redevelopment is to consolidate parcels where appropriate and to optimize the traffic access to Route 31, through the rearrangement of driveway locations and through the creation of new routes for traffic from the Redevelopment Area to access the arterial highway network.

B. Permitted Principal Uses:

1. Grocery Store/Supermarket.
2. Pharmacy/Drug Store with drive-thru.
3. Restaurants, including fast food.
4. Offices, banks, medical clinics and veterinary hospital.
5. Convenience stores with motor fuel dispensing.
6. Retail sale of consumable products, apparel, hardware, appliances, household goods, confections and general merchandise.
7. Personal services such as repair of shoes, appliances, and furniture; cleaners; tailors; salons; barber shops; and day spas.
8. Child Care Centers.
9. Shopping Centers comprised of two or more of the permitted uses in the zone.
10. Pumping stations and other essential utility infrastructure needed in order to provide site-specific or regional utility services

C. Area and Bulk Requirements for Convenience Stores with Motor Fuel Dispensing:

1. Minimum lot size: 1.5 acre
2. Minimum lot width: 200 feet
3. Minimum lot depth: 150 feet
4. Minimum front yard setback:
 - a. Buildings up to 20,000 s.f.: 50 feet
 - b. Buildings greater than 20,000 s.f.: 200 feet
 - c. Fuel canopy or storage tanks: 15 feet
5. Minimum rear yard setback: 60 feet

- | | | |
|-----|---------------------------------------|---|
| 6. | Minimum side yard building setback: | 40 feet |
| 7. | Maximum building floor area: | 6,500 s.f. |
| 8. | Maximum height for convenience store: | 35 feet, plus decorative cupolas |
| 9. | Maximum height for fuel area canopy: | height of convenience store |
| 10. | Maximum floor area ratio: | 0.20 |
| 11. | Maximum lot impervious coverage: | 70% |
| 12. | Minimum parking setback: | |
| | a. From streets: | 5 feet |
| | b. From adjacent lot lines: | 10 feet |
| | c. From residential zones and uses: | 25 feet |
| 13. | Minimum number of parking spaces: | one space per 300 square feet of building footprint, plus one space per employee on most heavily staffed shift. Additional parking as needed to enhance internal circulation and eliminate stacking at driveways shall be provided. |
| 14. | Maximum number of fueling positions: | eight dispensers with two fueling positions at each |

D. Permitted signs for convenience store with motor fuel dispensing:

1. Free Standing signs: one free standing pole sign at the driveway of each street frontage, with fuel pricing, maximum area of 100 square feet, maximum height of 20 feet and minimum set back of 5 feet from any street.
2. Façade sign: Two façade signs, one each on the front and back of the building, not to exceed the size requirements of the Land Development Ordinance.
3. Canopy signs: maximum of three canopy signs, no wider than the width of the canopy, located on, or under or on the side of, the canopy facing the front or side street.

E. Area and Bulk Requirements for all other commercial uses:

- | | | |
|-----|-------------------------------------|----------|
| 1. | Minimum lot size: | 1 acre |
| 2. | Minimum lot width: | 200 feet |
| 3. | Minimum lot depth: | 150 feet |
| 4. | Minimum front yard setback: | |
| 5. | Buildings up to 20,000 s.f.: | 50 feet |
| 6. | Buildings greater than 20,000 s.f.: | 200 feet |
| 7. | Fuel canopy or storage tanks: | 15 feet |
| 8. | Minimum westerly building setback: | 60 feet |
| 9. | Minimum southerly building setback: | 40 feet |
| 10. | Maximum building height: | 40 feet |
| 11. | Maximum floor area ratio: | 0.20 |

- | | | |
|-----|------------------------------------|---------|
| 12. | Maximum impervious coverage: | 70% |
| 13. | Minimum parking setback: | |
| | a. From streets: | 5 feet |
| | b. From adjacent lot lines: | 10 feet |
| | c. From residential zone and uses: | 25 feet |

F. Architectural Design

1. Buildings should have architectural features and patterns that provide variety and visual interest. Buildings should include substantial variation through the use of the three main elements of base, field and entablature. Primary building facades shall be articulated by façade offsets and the use of vertical and horizontal elements to provide shadow lines, breaks and banding.
2. Doorways, windows and other openings in the façade of buildings should be proportioned to reflect pedestrian scale and movement and encourage interest at the ground level.

G. Landscape Requirements

1. The protection of wooded areas, specimen trees, and existing vegetation within the redevelopment area shall be a factor in determining the location of open space, buildings, paved surfaces, underground services, walkways, and finished grade levels and shall be based on a survey of the natural features of the tract.
2. Perimeter landscaping requirements. Landscaping shall be required along abutting streets and between non-residential land uses and residential uses. The minimum width of vegetation other than ground cover shall be 25 feet. Existing vegetation which is of high quality and appropriate density shall be retained. Where existing vegetation is unsuitable, it shall be augmented or replaced by new plantings in accordance with a landscape plan submitted to and approved by the Planning Board. The perimeter landscape area shall be suitable for its function of site enhancement and screening and shall incorporate street trees as appropriate along existing frontages. Landscaping along streets shall allow for views and vistas into the site, while landscaping between land use changes shall be for screening purposes. Native vegetation should be utilized where possible due to its natural resistance to drought and disease and its acclimation to this area. For each 100 lineal feet of landscaping between non-residential and residential land uses, 5 large or medium-sized trees (at maturity), 8 small or ornamental trees, 15 evergreens or conifers and 30 shrubs (minimum size of 15-18") shall be installed.
3. Building within the required 25-foot landscaping width. Public and private streets affording access to the site may cross the required landscaping. Accessory structures such as utilities and signs approved as part of the signage plan, and traffic signal and street lighting systems may be placed in the landscaping width. However, no off-street parking facilities, storm water management facilities trash/recycling enclosures, electrical transformers,

underground utilities (excepting connections to off-site utilities or systems) or other buildings shall be constructed within this required width. Other site landscaping. All other landscaping on the site shall conform to §17-89 of the LUDO.

4. A minimum of 20 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space which shall include any area available for civic uses and restricted due to utility easements.
5. No more than one-half of the minimum 20 percent of land area may be wetlands, wetlands buffer, 100-year flood plains or lands with a topographic slope of 15 percent or greater.
6. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.

H. Variances and Inapplicable Ordinances

1. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.
2. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
3. The developer of the redevelopment area may also request relief from cost generative features of Township land use ordinances and such requests shall be measured against the standards found in NJSA 40:55D-70 c, with sufficient proofs to address the positive and negative variance criteria

I. Redeveloper's Agreement

The Redeveloper shall enter into an agreement with the municipality pursuant to the provisions of N.J.S.A. 40:55D-39 within 90 days of a memorialized Board resolution of final site plan approval setting forth variations from ordinary standards for preliminary and final approval to provide increased flexibility and promote mutual agreement between the applicant and the municipality at the time of conceptual master site plan approval. The substance of the Redeveloper's Agreement shall be consistent with the laws of the State of New Jersey, the Hopewell Land Use Code and the conditions and standards applicable to development in the zone. The Redeveloper's Agreement shall be in a form satisfactory to the Township Attorney, and may include, but is not limited to, provisions relating to the following:

1. Building layout and use.

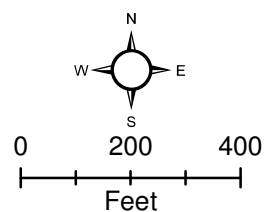
2. Signage: Criteria to ensure a harmonious signage design for the entire development, which shall include lettering style, lighting standard types, sign material and sign lighting.
3. Architecture: Architectural design standards to ensure that the development will result in an aesthetically-harmonious design which may include external building materials, fenestration, color, mechanical penthouse screening and roof appearance where visible from adjoining buildings of higher elevation. Upon application by the developer and upon approval of the Planning Board, architectural criteria may be revised from time to time.
4. Lighting plan: to ensure a uniform lighting plan to provide safe and attractive lighting for exterior roads, interior roads and driveways, parking lots, walkways and landscape display lighting.
5. Landscaping: to ensure retention of natural vegetation, landscaping of parking areas, landscaping of building sites and the screening of trash collection and removal areas, buffering and wind shielding, pedestrian and bike linkages between buildings and the entire tract to encourage free passage while discouraging conflict with vehicular traffic.
6. Recreation: Active and passive recreational facilities, such as jogging and fitness trails, passive sitting areas, and other athletic facilities shall be provided for the benefit of building occupants.
7. Maintenance: Developer's obligation to maintain: provisions for maintenance and repair by the developer, or his successors, of building exteriors, trash removal and maintenance of internal roadways, landscaping, buffered areas and open spaces.
8. Payment In Lieu Of Taxes Agreement.

Figure 1
Aerial Photography
Block 85; Lots 3, 4, 5.01, 7, 24 & 30
Block 86; Lots 32, 33, 34 & 130

*Portion of
Hopewell Township
Mercer County, NJ
February 2018*

Legend

 Designated Redevelopment Parcels



Data Sources:
NJGIN Parcels 2011
NJDOT Roadway Network
NJDEP 2012 Land Use/Land Cover

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.

BANISCH
ASSOCIATES, INC.
Planning and Design

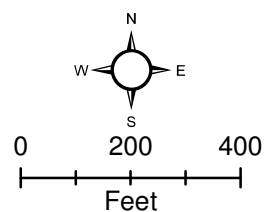


Figure 2
Land Use/Land Cover
Block 85; Lots 3, 4, 5.01, 7, 24 & 30
Block 86; Lots 32, 33, 34 & 130

*Portion of
Hopewell Township
Mercer County, NJ
February 2018*

Legend

- Commercial
- Residential, Rural
- Residential, Low Density
- Residential, Medium Density
- Agricultural
- Forest
- Other Urban
- Water
- Wetlands
- Designated Redevelopment Parcels



Data Sources:
NJGIN Parcels 2011
NJDOT Roadway Network
NJDEP 2012 Land Use/Land Cover

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.

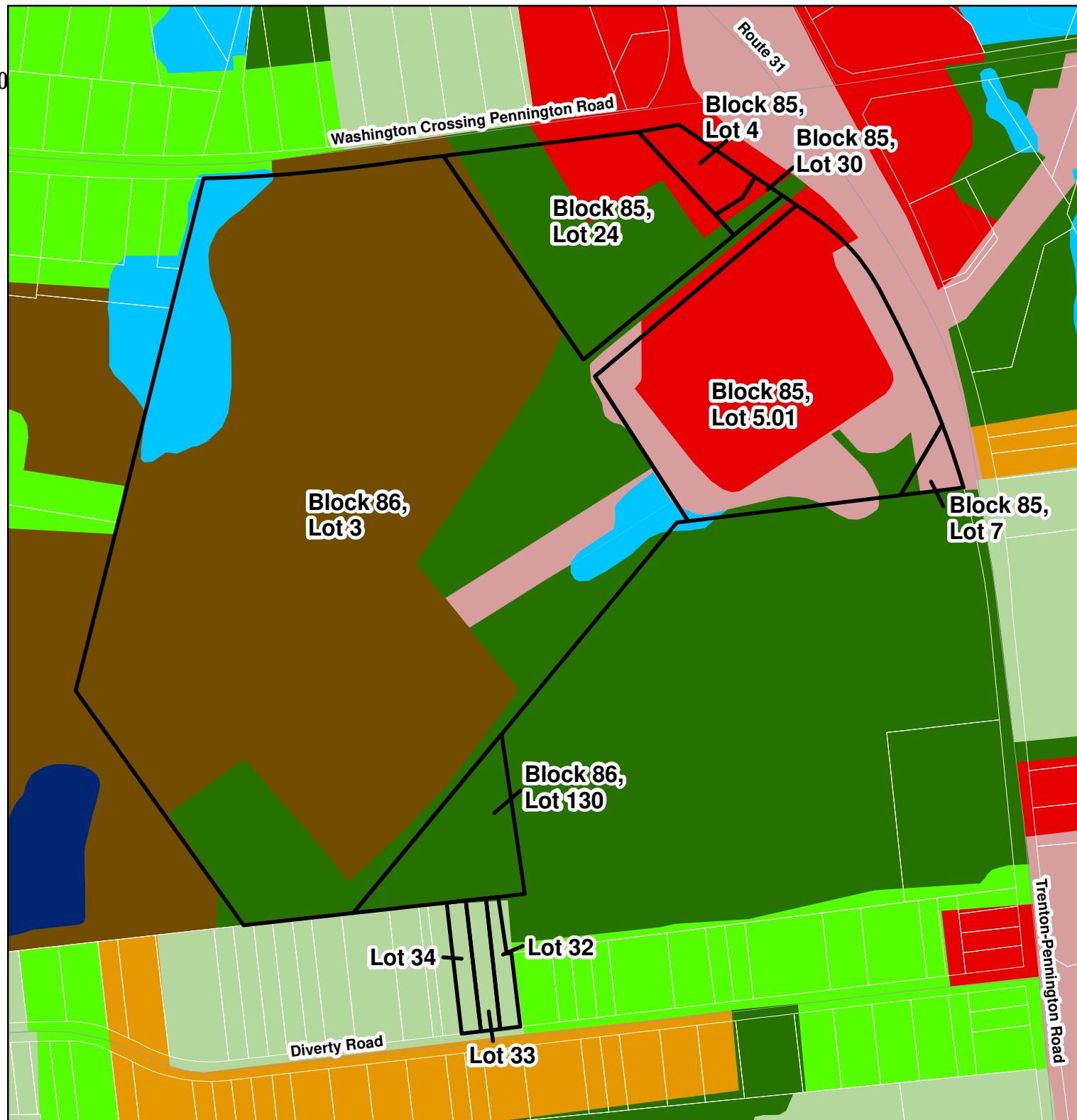
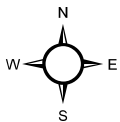


Figure 3
Redevelopment Concept Plan
Block 85; Lots 3, 4, 5.01, 7, 24, 30
Block 86; Lots 32, 33, 34 & 130
Portion of
Hopewell Township
Mercer County, NJ
February 2018

Legend

-  Inclusionary Multi-Family
(Apartments/Townhouses)
-  Commercial
-  Community Area
-  Open Space



0 200 400
 Feet

Data Sources:
 NJGIN Parcels 2011
 NJDOT Roadway Network
 NJDEP 2012 Land Use/Land Cover

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.

BANISCH
 ASSOCIATES, INC.
 Planning and Design

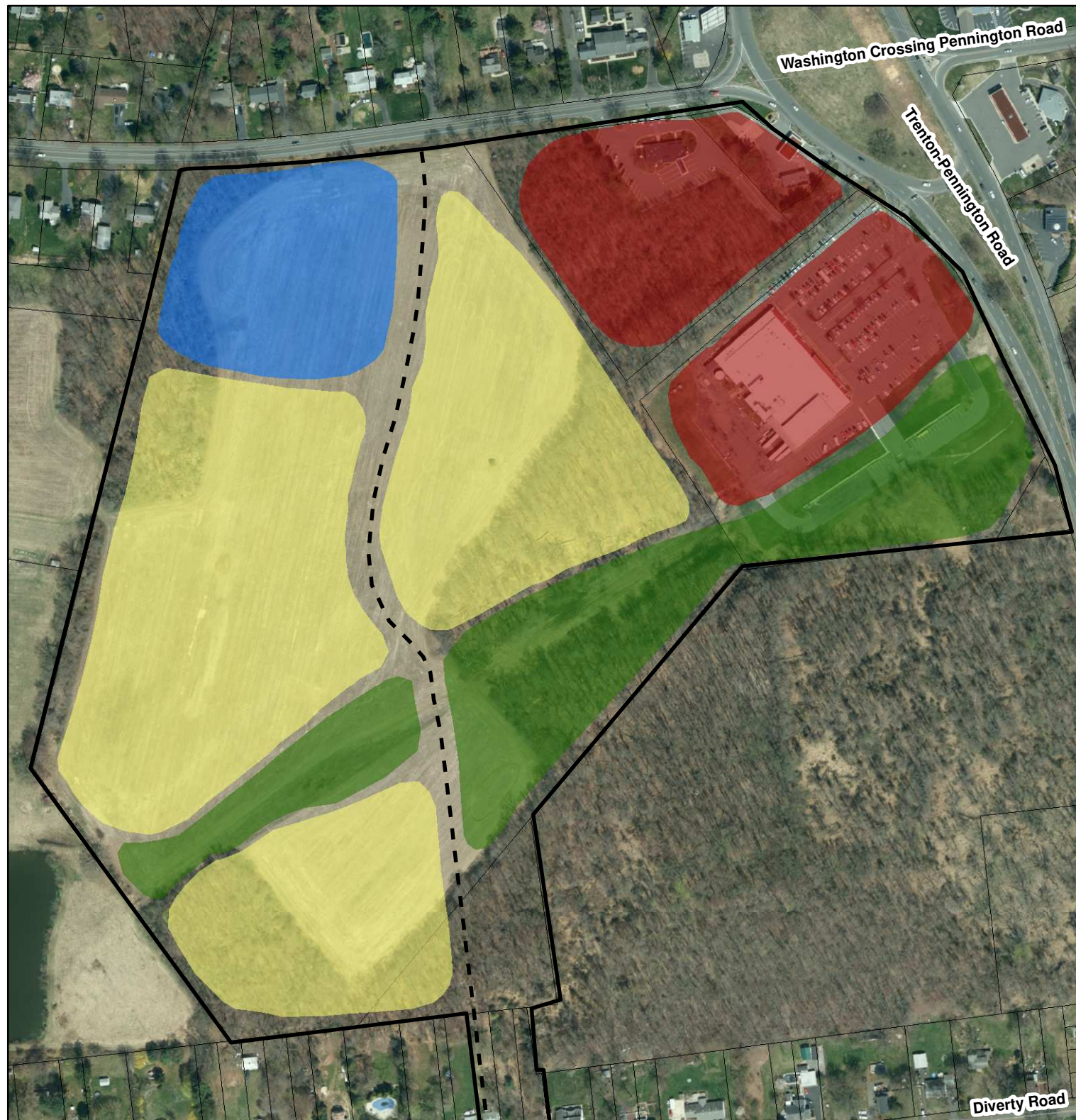




FIGURE 4

CONCEPT PLAN - DENOW ROAD EXTENSION

TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY

ORDINANCE NO. 17-1674

AN ORDINANCE BY THE TOWNSHIP OF HOPEWELL, COUNTY OF MERCER, STATE OF NEW JERSEY PURSUANT TO N.J.S.A. 40A:12A-8 (g) AUTHORIZING THE CONVEYANCE OF BLOCK 85, PART OF LOT 3 ON THE HOPEWELL TOWNSHIP TAX MAP TO U.S. HOME CORPORATION, D/B/A LENNAR TO FACILITATE THE DEVELOPMENT OF AFFORDABLE HOUSING UNITS.

WHEREAS, the Township of Hopewell owns in fee simple title to that certain parcel of land and designated as Block 85, Lot 3 on the current tax map of the Township of Hopewell, Mercer County, New Jersey, consisting of approximately 46.10 acres of land; and

WHEREAS, by Resolution No. 17-299 adopted on September 11, 2017 by the Hopewell Township Committee, said land was designated as area in need of redevelopment pursuant to *N.J.S.A. 40A:12A-5* and *N.J.S.A. 40A:12A-6*; and

WHEREAS, by Court Order dated September 21, 2017, entered In the Matter of the Application of the Township of Hopewell, by the New Jersey Superior Court, Law Division, Mercer County, Docket No. MER-L-1557-15, the Court approved the Township's Settlement Agreement dated June 12, 2017 to rezone the aforementioned Property by way of a Redevelopment Plan and supporting ordinances; and

WHEREAS, the Township of Hopewell wishes to convey to U.S. Home Corporation, d/b/a Lennar, excluding a seven (7) acre portion to the subdivided from the Property and retained by the Township, in order to facilitate the construction of an inclusionary residential development which will contain 78 units of affordable housing; and

WHEREAS, *N.J.S.A. 40A:12A-8 (g)* authorizes the conveyance of said Property without public bidding and upon such terms as the Township deems reasonable in conjunction with the Redevelopment Plan of which the Property is a part in order to facilitate the construction of affordable housing.

NOW, THEREFORE, be it ordained by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey as follows:

1. The Township of Hopewell is hereby authorized and directed to enter into an agreement for the purchase and sale of Block 85, part of Lot 3 with U.S. Home Corporation, d/b/a Lennar. The agreement authorized by this ordinance is on file in the Office of the Municipal Clerk and may be inspected during regular office hours.
2. This Ordinance shall take effect upon its passage and publications provided for by law.

Date Introduced: November 27, 2017
Date Advertised: December 1, 2017
Date Adopted: December 11, 2017

Attest:


Laurie E. Gompf
Municipal Clerk



Kevin D. Kuchinski
Mayor

CERTIFICATION

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE COPY OF AN ordinance ADOPTED
BY THE HOPEWELL TOWNSHIP COMMITTEE
AT A MEETING HELD

December 11, 2017

DATE


LAURIE E. GOMPf, MUNICIPAL CLERK

**AGREEMENT FOR
PURCHASE AND SALE OF REAL ESTATE**

by and between

TOWNSHIP OF HOPEWELL, a Municipal Corporation of the State of New Jersey

Seller or Township

And

U.S. HOME CORPORATION D/B/A LENNAR, a Delaware corporation

Purchaser

Block 85, Lot 3, on the current tax map of Hopewell Township, Mercer County, New Jersey,
New Jersey

Dated: December 11, 2017

TABLE OF CONTENTS

Page

Section 1.	Purchase and Sale; Certain Defined Terms
Section 2.	Closing.....
Section 3.	Purchase Price
Section 4.	Contingencies
Section 5.	Access Prior to Closing
Section 6.	Obligations of Seller.....
Section 7.	Obligations of Purchaser
Section 8.	Default
Section 9.	Representations and Warranties
Section 10.	Costs Connected With Conveyances.....
Section 11.	Apportionments
Section 12.	Assessments.....
Section 13.	Title
Section 14.	Condemnation
Section 15.	Broker
Section 16.	Assignment.....
Section 17.	Applicable Time Periods; Moratorium.....
Section 18.	Notices.....
Section 19.	Environmental Defect Prior to Closing
Section 20.	Miscellaneous
Section 21.	Memorandum of Agreement
Section 22.	Site Development/Signs

LIST OF EXHIBITS

- Exhibit A – Description of Property
- Exhibit B – Concept Plan
- Exhibit C – Form of Insurance Certificate
- Exhibit D – Form of Memorandum of Agreement

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (hereinafter referred to as this "**Agreement**") is entered into and effective as of this _____ day of _____, 2017, by and between the **TOWNSHIP OF HOPEWELL**, a Municipal Corporation of the State of New Jersey, with its office located at 201 Washington Crossing Pennington Road, Titusville, New Jersey 08560 ("**Seller**" or "**Township**") and **U.S. HOME CORPORATION D/B/A LENNAR**, a Delaware corporation, with offices located at 2465 Kuser Road, Hamilton, New Jersey 08690 ("**Purchaser**"). (Purchaser and Seller are hereinafter referred to collectively as the "**parties**".)

WITNESSETH:

WHEREAS, Seller owns fee simple title to that certain parcel of land and designated as Block 85, Lot 3 on the current tax map of the Township of Hopewell, Mercer County, New Jersey, consisting of approximately 44.10 acres of land, as more particularly described on **Exhibit A** attached hereto (the "**Land**"); and

WHEREAS, by Resolution No. 17-299 adopted on September 11, 2017 by Seller's Township Committee, the Land, along with other parcels, was designated as an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-5 and N.J.S.A. 40A:12A-6; and

WHEREAS, by Order dated September 21, 2017, entered *In the Matter of the Application of the Township of Hopewell*, in the New Jersey Superior Court, Law Division, Mercer County, Docket No. MER-L-1557-15 (the "**Order**"), the Court approved the Township's Settlement Agreement dated June 12, 2017 ("**Settlement Agreement**") to rezone the Property by way of a Redevelopment Plan and supporting ordinances; and

WHEREAS, Seller desires to convey to Purchaser, and Purchaser desires to acquire from Seller the Land, excluding only a seven (7) acre portion to be subdivided from the Land and retained by Seller, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements contained in this Agreement, the parties hereby covenant and agree as follows:

Section 1. Purchase and Sale; Certain Defined Terms.

Subject to the terms and conditions set forth in this Agreement, Seller shall sell and convey to Purchaser, and Purchaser shall purchase from Seller a fee simple estate in the Land and any improvements on the Land (the "**Improvements**"), all rights (including access, air and mineral rights), all easements, including all easements necessary for the development of the Project, as well as all appurtenances and other rights belonging to the Land, together with all intangible personal property now owned or hereafter acquired by Seller in connection with the

development of the Land (the “**Intangible Property**”), such as any development, environmental, and other permits and approvals (including the Governmental Approvals) relating to the Project, all contract rights and allocations for sewer, water, and other utility service, any engineering plans and specifications in connection with the Land or the Project, and an assignment of all contracts and contract rights with all professionals preparing such plans and specifications (“**Contracts**”). The Land, Improvements, Intangible Property and Contracts shall hereafter collectively be referred to as the “**Property**.”

1.1. As used in this Agreement, the following capitalized terms shall have the meaning indicated below:

1.1.1. “**Affordable Housing Fee**” means any fee which is imposed by any governmental entity, agency or court or pursuant to any statute or regulation or court order or settlement to satisfy in whole or in part the applicable municipality’s obligations under the Mt. Laurel II decision of the New Jersey Supreme Court or the Fair Housing Act or under a Council on Affordable Housing certified plan or otherwise including, without limitation, contributions to the Township’s housing fund, regional contribution agreements or otherwise.

1.1.2. “**Applicable Laws**” (and individually, “**Applicable Law**”) shall mean each and every applicable federal, state, or local statute, regulation, ordinance, rule, order, code, directive or requirement, including all Environmental Laws and the Redevelopment Law.

1.1.3. “**Concept Plan**” means the concept plan for the Project entitled Lennar-Zaitz Parcel Hopewell Twp,” prepared by Bowman Consulting Group, Ltd., dated June 12, 2017, attached hereto as **Exhibit B**.

1.1.4. “**Deer Valley Litigation**” means that certain action entitled *Deer Valley Realty, LLC v. Township of Hopewell, et al.*, filed in the Superior Court of New Jersey, Law Division, Mercer County, Docket No. MER-L-1557-15.

1.1.5. “**Diversity Lots**” means the approximately three (3) acre parcel of land adjacent to the Property and known and designated on the Township Tax Map as Block 86, Lots 32, 33, 34 and 130, that are necessary to provide access from Diversity Road to the Property in order to develop the Project as currently contemplated.

1.1.6. “**Effective Date**” means the date on which this Agreement has both been fully executed by the parties and an original counterpart has been delivered to each of the parties.

1.1.7. “**Engineering Controls**” or “**Institutional Controls**” means engineering or institutional controls at the Property, as defined in N.J.S.A. §58:10B-13 or

N.J.S.A. § 13:1E-56, including without limitation, any deed notice, declaration of environmental restriction, groundwater classification exception area or well restriction area.

1.1.8. **“Environmental Defect”** means the presence (or evidence of the presence) at, on or below the Property of any (i) Hazardous Substances at concentrations or levels in excess of the residential cleanup standards utilized by NJDEP in the implementation of its ISRA program, or at concentrations or levels otherwise not permitted under any Environmental Law, (ii) Hazardous Substances which have been or which are being used, generated, transported, manufactured, treated, delivered, stored, handled, spilled, leaked, disposed, poured, emitted, emptied, dumped, produced, or released, on, from or about the Property in any manner not in compliance with any Environmental Law, or (iii) detectable levels of volatile organic compounds.

1.1.9. **“Environmental Laws”** (and individually, **“Environmental Law”**) means each and every applicable federal, state, or local environmental protection statute, regulation, ordinance, rule, order, code, directive or requirement.

1.1.10. **“Environmental Site Assessment”** means the testing, sampling or investigation of the present and past uses of the Property to determine if there is an Environmental Defect.

1.1.11. **“Escrow Agent”** means North American Title Agency, 1040 Kings Highway North, Suite 700, Cherry Hill, New Jersey 08034.

1.1.12. **“ISRA”** means the New Jersey Industrial Site Recovery Act.”

1.1.13. **"Gas Line Easement Relocation"** means the relocation of the existing gas line known as the Penn East gas line that currently runs through to Property to a location offsite that does not interfere with the development of the Land with the Project.

1.1.14. **"Governmental Approvals"** means all final and non-appealable permits and approvals from all governmental authorities (including Seller) and agencies having jurisdiction over the Project and any litigation related to the Project: (i) which are necessary in order to permit the development of the Project, including all homes and other improvements, a sales trailer and all on-site and off-site road, water, sewer, drainage and other infrastructure improvements required in connection with the Project (with the exception of building permits); and (ii) which are a prerequisite to the issuance of building permits for all homes and other improvements to be constructed in the Project, which Governmental Approvals shall include, without limitation, adoption of the Redevelopment Plan, Rezoning of the Property, preliminary and final site plan and subdivision approvals for the entire Project (including the subdivision of the Retained Parcel from the Land), the signing and filing of the final plat for the Project in the Mercer County Clerk's office prior to the Closing, confirmation that sewer and water shall be available to the Project in adequate capacities and at standard rates for immediate use and connection to each unit in the Project (without government prohibition), relief from any sewer ban or similar building moratorium, and all other necessary county, state and federal permits and approvals for the entire Project.

1.1.15. **"Hazardous Substances"** means hazardous substances and hazardous wastes as those terms are defined in the regulations promulgated by NJDEP and set forth in N.J.A.C. 7:26B-1.4, and any other substance deemed toxic or hazardous and regulated by any Environmental Law, including, without limitation, radon gas, petroleum hydrocarbons, asbestos or asbestos containing materials, pesticides and PCBs.

1.1.16. **"LSRP"** means a licensed site remediation professional, qualified and licensed to perform site remediation in New Jersey pursuant to the terms of the SRRA.

1.1.17. **"Market Rate Homesite(s)"** means each site in the Project for which the Governmental Approvals contemplate and allow the construction of a new, residential condominium, stacked condominium and/or townhome unit, each being free of age restrictions, affordability controls, or other restrictions on the price at which any completed home constructed on such Market Rate Homesite may be sold or rented.

1.1.18. **"Mt. Laurel Home(s)"** means any residential building lot or unit which has any restriction or limitation on the sales or rental prices, or income of a buyer or tenant, which restriction or limitation is imposed by any governmental entity, agency or court or pursuant to any court order or governmental implementation of any court order or settlement to satisfy in whole or in part the applicable municipality's obligations under the Mt. Laurel II or any

subsequent Mt. Laurel decisions of the New Jersey Supreme Court or the Fair Housing Act or under a New Jersey Council on Affordable Housing certified plan or otherwise.

1.1.19. **"NJDEP"** means the New Jersey Department of Environmental Protection.

1.1.20. **"Project"** means the development of the Land with an inclusionary residential development project, consisting of not more than seventy-eight (78) Mt. Laurel Homes, and not less than three hundred (300) Market Rate Homesites, having a mix of three (3) and four (4) story condominium buildings, consisting of condominiums, stacked condominiums and townhomes, together with a recreation area and related amenity and infrastructure improvements, all of a size, layout and design as determined by Purchaser, generally consistent with the Concept Plan, provided that all four (4) story condominium buildings in the Project shall be limited to the area of the Land located south of the gas line easement on the Land. An additional 30 Mt. Laurel Homes may be included in the Project consistent with paragraph 4.3.3 hereof.

1.1.21. **"Redevelopment Law"** means the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.

1.1.22. **"Redevelopment Plan"** means the final, non-appealable redevelopment plan to be adopted by the Township to permit development of the Project as provided in this Agreement.

1.1.23. **"Retained Parcel"** means the approximately seven (7) acre parcel, labeled on the Concept Plan as the "Community Area," to be subdivided from the Land and retained by Seller for Seller's future use.

1.1.24. **"RAO"** means an unrestricted Response Action Outcome for the entire Property issued by an LSRP in compliance with the terms of the SRRA, that demonstrates the Property has been remediated in accordance with all Environmental Laws.

1.1.25. **"Redevelopment Agreement"** means an agreement between Purchaser and Seller (or the designated redevelopment entity, as applicable) designating Purchaser as the redeveloper of the Property and providing for the development of the Property with the Project in accordance with the terms of this Agreement and the Redevelopment Law.

1.1.26. **"Rezoning"** means final, non-appealable approval and adoption of a zoning ordinance, consistent with the Redevelopment Plan to permit the development of the Land with the Project.

1.1.27. **"Section"** means a numbered part of this Agreement captioned as a "Section" and all paragraphs and subparagraphs included within the referenced Section; the term **"paragraph"** means a numbered paragraph which is included within a Section

of this Agreement and all subparagraphs included within the referenced paragraph; and the term **“subparagraph”** means a numbered subparagraph which is included within a paragraph of this Agreement.

1.1.28. **“SRRA”** means the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1, et. seq. and all rules, regulations and executive orders promulgated by any governmental authority or agency thereunder.

1.1.29. As used in this Agreement, the verb **“indemnify”** means indemnify, defend, save and hold harmless, and the noun **“claims”** means claims, costs, expenses (including reasonable attorneys’ fees and the reasonable fees of engineering and other required experts or professional consultants) and liabilities of any nature.

1.2. As used in this Agreement, the following capitalized terms shall have the meaning indicated in the paragraph indicated below:

“Approval Period” – subparagraph 4.3.4.

“Closing” – paragraph 2.1.

“Closing Date” – paragraph 2.1.

“Corporate Approval” – paragraph 4.2.

“Deposit” – subparagraph 3.1.2.

“Diverty Cap” – subparagraph 4.3.3.

“Evaluation Period” - paragraph 4.3.1.

“Extension Period(s)” – paragraph 4.3.1.

“Intangible Property” - paragraph 1.1.

“Memorandum of Agreement” – Section 21

“Purchaser’s Default” – paragraph 2.2.

“Purchase Price” – paragraph 3.1.

“Reimbursement Costs” – paragraph 8.1.

“Seller’s Default” – paragraph 8.1.

“Survey” – subparagraph 6.2.1.

“Title Company” – paragraph 13.2.

“Title Report” – paragraph 13.2.

Section 2. Closing.

2.1. The closing of title (the **“Closing”**) to the Property shall take place on the first business day which is thirty (30) days after Purchaser’s receipt of the last of the Governmental Approvals for the Project in accordance with the provisions of paragraph 4.3 hereof (the **“Closing Date”**).

2.2. Notwithstanding the Closing Date specified in this Section 2, Purchaser may elect to waive any contingencies that are solely for the benefit of Purchaser and accelerate the Closing Date on ten (10) business days’ prior notice to Seller.

2.3. The Closing shall take place at the offices of Fox Rothschild LLP, 49 Market Street, Morristown, New Jersey 07960, or such other location in New Jersey as may be agreed by Purchaser and Seller.

Section 3. Purchase Price.

3.1. Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be Ten Thousand and 00/100 Dollars (\$10,000.00). The Purchase Price shall be paid as follows:

3.1.1. Purchaser shall deposit the sum of One Thousand and 00/100 (\$1,000.00) (the "**Deposit**") with Escrow Agent, within seven (7) business days following the Effective Date.

3.1.2. Escrow Agent shall hold the Deposit in a non-interest bearing trust account pursuant to the terms of this Agreement.

3.1.3. The balance of the Purchase Price, less the Deposit and subject to adjustment as set forth in this Agreement, shall be paid at the time of Closing by wire transfer of immediately available funds.

3.1.4. Seller hereby acknowledges that as additional consideration for the Property, Purchaser previously paid Seller the sum of Fourteen Thousand Dollars (\$14,000.00) to reimburse Seller for (i) Seven Thousand Dollars (\$7,000.00) of Fair Share Housing legal fees attributable to the Property and incurred in connection with the Settlement Agreement and Order; and (ii) a portion, Seven Thousand Dollars (\$7,000.00), of the ELSA sewer study escrow fee regarding the Property.

3.2. Escrow Terms. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or documents which it holds, or as to whom same are to be delivered, Escrow Agent will not be obligated to make any delivery, but in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by Seller and Purchaser directing the disposition of same, and in the event either party would be entitled to the Deposit, or other monies or documents held by Escrow Agent, the parties shall promptly execute such joint written authorization upon the request of any party hereto. In the absence of such authorization, Escrow Agent may hold the Deposit, or other monies or documents in its possession until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit said funds or documents in court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions of Escrow Agent, unless same are a result of the gross negligence, willful misconduct or fraud. Otherwise, provided Escrow Agent acts in accordance with this Agreement, Escrow Agent shall have no liability following the delivery of any funds or documents which Escrow Agent holds pursuant to this Agreement. If Escrow Agent elects to bring

an appropriate action or proceeding in accordance with the terms of this Agreement, then Escrow Agent shall be entitled to recover all of its reasonable attorneys' fees and costs incurred in connection with the action from the party not entitled to receive the Deposit or other monies or documents as determined by a court of competent jurisdiction. The parties will hold Escrow Agent harmless from and indemnify it against any costs or liabilities, including reasonable attorneys' fees, resulting from any action brought against Escrow Agent, unless due to Escrow Agent's willful misconduct, gross negligence, or fraud.

Section 4. Contingencies.

Evaluation Period. This Agreement is expressly contingent upon Purchaser's satisfaction, in Purchaser's sole discretion, with its due diligence investigation of the Property. Purchaser shall have until 11:59 P.M. Eastern time on the date that is ninety (90) days from the later of (i) the Effective Date, and (ii) adoption of the Rezoning (the "**Evaluation Period**") to conduct a due diligence evaluation of the Project and the Property, including, without limitation, the development potential of the Project, the physical condition of the Property, the residential market conditions and an Environmental Site Assessment of the Property. Within five (5) days of the Effective Date, Seller shall provide Purchaser with copies of any and all deeds, title reports, title policies, surveys, inspection reports, environmental reports, geotechnical reports, and any other reports or information relevant to the Property or the Project to the extent same are in Seller's possession or control (collectively, the "**Evaluation Materials**"). Seller shall assist Purchaser in obtaining such additional information as may be reasonably requested by Purchaser at no cost to Seller. If Purchaser determines, in its sole and absolute discretion, that the results of the evaluations are unsatisfactory to Purchaser, for any reason or no reason, Purchaser may terminate this Agreement at any time within the Evaluation Period by notice in writing to Seller given in accordance with Section 18 hereof. In order to elect to proceed under this Agreement, Purchaser must deliver written notice to Seller, reflecting Purchaser's decision to proceed, which notice must be delivered to Seller not later than the day the Evaluation Period expires. If Purchaser does not give such notice, this Agreement shall automatically terminate. If this Agreement terminates pursuant to this paragraph, Escrow Agent shall promptly (within ten (10) days) return the Deposit to Purchaser and neither Seller nor Purchaser shall have any further rights or obligations under this Agreement, except as may be otherwise set forth in this Agreement.

4.1. **Corporate Approval.** Notwithstanding any provision contained in this Agreement to the contrary, Purchaser's obligations under this Agreement are contingent upon Purchaser's receipt of the written approval of the Corporate Investment Committee of Lennar Corporation ("**Corporate Approval**") prior to the expiration of the Evaluation Period. In the event Purchaser fails to deliver to Seller written notice of such approval of said Corporate Investment Committee prior to the expiration of the Evaluation Period, this Agreement shall be null and void and the Deposit shall be promptly (within 10 days) returned to Purchaser, and neither Seller nor Purchaser shall have any further rights or obligations under this Agreement, except for those matters that expressly survive termination of this Agreement. No waiver of such Corporate Approval condition shall be implied, but shall be expressed, if at all, only by written notice from the Corporate Investment Committee of Lennar Corporation specifically waiving such condition.

4.2. Governmental Approvals.

Purchaser's obligation to close title to the Property and pay the Purchase Price is also expressly contingent upon Purchaser's ability to obtain all Governmental Approvals for the Project, all of which shall be final and non-appealable, and the satisfaction of any and all conditions attached to the Governmental Approvals which are required to be completed prior to the Closing. Purchaser shall have twenty (24) months from the later of delivery of an Approval Notice; (ii) the adoption of the Redevelopment Plan and Rezoning of the Property; (iii) written confirmation of the Gas Line Easement Relocation; and (iv) written control (by way of agreement or condemnation) of the Diverty Lots (the "**Approval Period**") to obtain the Governmental Approvals, at Purchaser's cost and expense. If Purchaser has not obtained the Governmental Approvals by the end of the Approval Period, but is continuing to make a good faith effort to pursue same, Purchaser shall have the right to extend the Approval Period by written notice to Seller for up to two (2) periods of six (6) months each (an "**Extension Period**" and collectively, the "**Extension Periods**").

4.2.1. As a condition to the commencement of the Approval Period, Seller shall undertake good faith efforts to adopt the Redevelopment Plan and complete the Rezoning in accordance with the terms, including the timeline, set forth in the Settlement Agreement as approved by the Order.

4.2.2. In accordance with Hopewell Township Ordinance #17-1670, an additional 30 Mt. Laurel Home may be constructed on the Property in the event deemed necessary in accordance with the Order and Settlement Agreement. The Redevelopment Agreement shall provide the mechanism by which said additional 30 Mt. Laurel Homes are to be provided within the Project.

4.2.3. Purchaser's obligations thereunder are contingent upon Purchaser's ability to obtain the Governmental Approvals and shall include and be subject to the following provisions: (i) utility approvals and improvements for the Project shall be sized at Purchaser's cost so as to accommodate the Seller's planned future use of the Retained Parcel; (ii) all utilities installed for the Project will be brought to and stubbed behind the curb line along the entry road for the Project at Purchaser's cost and so as to accommodate the Seller's planned future use of the Retained Parcel (except that any utility connection or reservation fees related to the retained Parcel shall be at Seller's sole cost and obligation); (iii) access to the Project from Washington Crossing — Pennington Road will be designed and built at Purchaser's cost to accommodate curb cuts and access from the entry road to the Retained Parcel to accommodate Seller's planned future use of the Retained Parcel, which work shall include any reasonably required related improvements to Washington Crossing — Pennington Road along the northern property frontage; (iv) Purchaser will design and construct a storm water system for the Project that will accommodate the Retained Parcel, if necessary; (v) Purchaser will design and construct an entry sign along Washington Crossing — Pennington Road identifying the Project as well as the Retained Parcel (or reserving signage space for a future development of the Retained Parcel); (vi) Seller shall undertake the obligation to complete the acquisition related to the Gas Line Easement Relocation, with 50% of any funds

resulting from a condemnation or sale of the said easement to be credited to the Seller and 50% credited, post-Closing to Purchaser's site improvements costs (less any out of pockets cost incurred by the Seller in the condemnation or sale process); and (vii) Purchaser will design and construct, at Purchaser's cost, a rear or southerly access point to/from the Property through a portion of the Diverty Lots connecting to Diverty Road. In addition to the foregoing, the Redevelopment Agreement shall also provide, or be amended to provide, that Purchaser shall enter into good faith negotiations for the acquisition of the Diverty Lots, with the closing thereof to take place at the same time as the Closing hereunder. In the event Purchaser is unable to contract to acquire the Diverty Lots for a total cost of not more than the fair market value as established by a Certified Municipal Appraiser ("**Diverty Cap**") within three (3) months from the date of the Effective Date, Purchaser shall so notify Seller and Seller shall either (a) agree to pay any cost in excess of the Diverty Cap; or (b) exercise its powers of eminent domain to acquire the Diverty Lots. If Seller exercises its eminent domain power and acquires title to the Diverty Lots, Purchaser shall purchase the Diverty Lots from Seller at the same time as the Closing hereunder for the lesser of (x) the amount of the Diverty Cap; and (y) Seller's actual costs incurred to acquire the Diverty Lots.

4.2.4. In the event that any of the Governmental Approvals are conditioned upon any condition (other than as expressly provided in this Agreement) that is not reasonably satisfactory to Purchaser, then such Governmental Approval shall be deemed not to have been obtained unless Purchaser succeeds in having such condition or obligation removed, invalidated or modified to Purchaser's satisfaction prior to the expiration of the Approval Period or any Extension Period exercised by Purchaser. If Purchaser is diligently pursuing the Governmental Approvals but has failed to obtain all Governmental Approvals by the end of the Approval Period or any Extension Period exercised by Purchaser, then Purchaser shall have the right to terminate this Agreement, in which event the Deposit shall be returned to Purchaser, after which both Seller and Purchaser shall be released from any liability under this Agreement, except for any obligations that expressly survive the termination of this Agreement. In the event that at any time during the term of this Agreement, Purchaser reasonably determines that it will be unable to obtain the Governmental Approvals by the expiration of the Approval Period (or any Extension Period, if applicable) Purchaser shall have the right to terminate this Agreement by written notice to Seller, in which event the Deposit paid by Purchaser shall promptly (within 10 days) be returned to Purchaser, after which both Seller and Purchaser shall be released from any liability under this Agreement, except for any obligations that expressly survive termination of this Agreement.

Section 5. Access Prior to Closing.

Purchaser and Purchaser's agents, employees, representatives, contractors and consultants shall have the right to enter the Property, upon twenty-four (24) hour advance telephone notice, at any reasonable time for the purpose of inspecting the Property, conducting the Environmental Site Assessment, or conducting any other investigation required hereunder, or making surveys or other measurements required in order to seek and obtain the Governmental Approvals. Purchaser agrees that any such entry shall not unreasonably interfere with the use of the Property by Seller, and Purchaser shall restore the condition of the Property, as near as reasonably possible, to that existing

prior to such entry. Purchaser shall indemnify Seller with respect to any claims arising from the entry onto the Property by Purchaser or Purchaser's agents, employees and invitees pursuant to this Section 5, unless such claims are the result of Seller's negligence or intentional acts or omissions. A copy of Purchaser's form of insurance certificate is attached as **Exhibit C** hereto. The indemnity obligations of this Section shall survive Closing or earlier termination of this Agreement for a period of one (1) year and do not apply to (a) any loss, liability, cost or expense to the extent arising from or relating to the acts or omissions of Seller or Seller's agents or consultants, (b) any latent defects in the Property discovered (but not caused) by Purchaser; or (c) the release or spread of any Hazardous Substance which is discovered (but not deposited) on or under the Property by Purchaser.

Section 6. Obligations of Seller.

6.1. Upon the Effective Date, Seller shall have the following obligations:

6.1.1. Seller shall give Purchaser prompt notice of any matter affecting the Property, the Governmental Approvals or the ability of Seller to convey the Property to Purchaser as provided in this Agreement.

6.1.2. Seller shall not mortgage, convey, or encumber, or perform any act which would result in an encumbrance of the Property and shall maintain the Property in substantially the same condition as exists as of the Effective Date.

6.1.3. Seller shall maintain the Property in substantially the same condition as exists as of the Effective Date.

6.1.4. Seller shall seek a prompt resolution of the Deer Valley Litigation at Seller's cost and expense.

6.1.5. Seller shall cooperate with Purchaser's efforts to obtain the Governmental Approvals and shall undertake good faith efforts to adopt the Redevelopment Plan, finalize the Rezoning and enter into the Redevelopment Agreement consistent with the terms of this Agreement and Applicable Law.

6.2. At the Closing, Seller shall have the following obligations:

6.2.1. Seller shall execute, acknowledge and deliver to Purchaser a bargain and sale deed, with covenants against grantor's acts, in sufficient and recordable form to convey title to the Property in accordance with the terms of this Agreement, along with any corresponding seller's residency certification and/or affidavit of consideration. Such deed shall contain the metes-and-bounds description of the Land from Purchaser's survey ("**Survey**"), provided such Survey is certified to Seller.

6.2.2. Seller shall execute, acknowledge and deliver to Purchaser an affidavit of title and requisite authorizations in such form as is required by Purchaser's title insurer to insure title to the Property in accordance with the terms of this Agreement.

6.2.3. Seller shall execute a closing statement reflecting the payment and disbursement of the Purchase Price in accordance with this Agreement.

6.2.4. Seller shall execute and deliver to Purchaser a certificate, dated as of the date of Closing, stating that the representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the date of Closing.

6.2.5. Seller shall execute and deliver such other documents and instruments as are necessary to effectuate the transactions contemplated in this Agreement.

Section 7. Obligations of Purchaser.

At the Closing, Purchaser shall (i) deliver to Seller by wire transfer as directed by Seller the balance of the Purchase Price required under Section 3, less the Deposit and subject to adjustment as set forth in this Agreement.

Prior to Closing, Purchaser shall (i) use commercially reasonable efforts to obtain the Governmental Approvals in accordance with the terms of this Agreement; and (ii) not permit any construction or other liens or encumbrances to attach to the Property.

Section 8. Default.

8.1. Anything in this Agreement to the contrary notwithstanding, in the event of any default by Seller ("**Seller's Default**"), Purchaser shall be entitled to (i) terminate this Agreement, in which event the Deposit shall be returned to Purchaser and Purchaser shall be entitled to reimbursement from Seller of its costs incurred in connection with this Agreement; or (ii) seek the remedy of specific performance; provided, however, that if the remedy of specific performance is not available, then Purchaser shall have the right to pursue damages.

8.2. If Purchaser fails timely to close title to the Property in accordance with the provisions of this Agreement, except as a result of Seller's default, then unless such obligation is waived in writing by Seller, such failure shall constitute a default ("**Purchaser's Default**") of this Agreement. Purchaser acknowledges that such default under this Agreement would cause harm to Seller that is incapable of accurate estimation. Therefore, in the event of such default, Seller's sole and exclusive remedy shall be limited to the right to terminate this Agreement and retain the Deposit and any other payments paid by Purchaser hereunder. Seller specifically waives any and all remedies with respect to any default by Purchaser, other than the remedy provided in this paragraph 8.2, and in the event of such default, this Agreement shall terminate and become void and the parties shall have no further rights, responsibilities or obligations hereunder.

Section 9. Representations and Warranties.

9.1. Seller represents and warrants the following:

9.1.1. Seller has the full power, authority and legal right to enter into and perform this Agreement, without requiring the consent or approval of any party not previously obtained. The execution, delivery and performance of this Agreement by Seller will not result in any violation of, or be in conflict with, or constitute a default under, the terms of any contract, note, indenture or other agreements to which Seller is party, or of any judgment decree, order, statute, rule or regulation to which Seller is subject. The individual executing on behalf of the Seller has the full power and authority to do so and bind Seller.

9.1.2. Seller does not have knowledge that the Property is or will be affected by or subject to any pending or threatened proceedings which would impair Purchaser's ability to develop the Project consistent with this Agreement.

9.1.3. Except for the Deer Valley Litigation, there is no litigation or proceeding pending, or to Seller's knowledge, threatened before any court or administrative agency which will adversely affect the validity or enforceability of this Agreement, or which relates to the Property or any activities of Seller or its agents, employees or contractors at, on or about the Property, or which will result in a lien, charge, encumbrance or judgment against any part of or any interest in the Property.

9.1.4. Except as to an existing farm lease on the Property which the Seller will extinguish and remove prior to Closing, no one other than Purchaser has a contract, option or right of first refusal to purchase the Property or any part thereof and Seller has granted no leases or licenses, nor created any tenancies, affecting the Property. There are no parties in possession of any portion of the Property as trespassers or otherwise.

The foregoing representations and warranties of Seller are true, accurate and complete as of the Effective Date and, as a condition precedent to Purchaser's obligation to close on the Property hereunder, shall be true, accurate and complete as of the Closing Date. All of the foregoing representations and warranties shall survive the Closing and delivery of the deed.

9.2. Purchaser represents and warrants the following:

9.2.1. Subject to paragraph 4.2 above, Purchaser has the full power, authority and legal right to enter into and perform this Agreement, without requiring the consent or approval of any party not previously obtained, and that Purchaser does not have knowledge of any pending or threatened actions or proceedings before any court or administrative agency which will materially adversely affect the ability of Purchaser to perform its obligations under this Agreement.

9.2.2. Purchaser is a corporation which is duly organized and validly existing under the laws of the State of Delaware.

9.2.3. Purchaser has adequate funding or financial resources, without the need for any acquisition, development and/or construction financing, to consummate the transaction contemplated by this Agreement.

Section 10. Costs Connected With Conveyances.

The costs of the conveyances described in this Agreement shall be paid in accordance with the following: Purchaser shall pay the fees related to the conveyance of the Property. Purchaser shall pay the cost of its title examination, the cost of recording the deed at the Closing, and the cost of the Survey.

Section 11. Apportionments.

As of the Closing Date, the following costs and expenses shall be apportioned: taxes, water and sewer charges, if any, and any other charges for which apportionment would be customary or appropriate. Seller shall be responsible for the charges attributable to the Closing Date. Seller shall be responsible for any rollback tax liability assessed against the Property. The provisions of this Section 11 shall survive the Closing.

Section 12. Assessments.

If the Property is affected by any special assessment or assessment for public improvements completed prior to the Closing Date, which assessments are or may become payable, in installments or otherwise, then for the purpose of this Agreement all the unpaid installments of any such assessment, including those which are to become due and payable after the Closing Date, shall be paid by Seller at the Closing.

Section 13. Title.

13.1. Title to the Property to be conveyed by Seller pursuant to this Agreement shall be fee simple title, insurable at regular rates by Purchaser's title insurance company, and shall be conveyed by Seller to Purchaser free and clear of all tenants and occupants and liens, encumbrances and rights of any nature, except those matters accepted by Purchaser pursuant to the terms of this paragraph 13.

13.2. Purchaser shall obtain, at Purchaser's cost an expense, a title search of the Property ("**Title Report**") from a title company of Purchaser's choice ("**Title Company**") and the Survey. Purchaser shall provide Seller with a list of Purchaser's title and Survey objections based upon Purchaser's review of the Survey and Purchaser's Title Report prior to the expiration of the Evaluation Period.

13.3. Seller shall use its reasonable best efforts, including its power of eminent domain, to resolve all of Purchaser's title and Survey objections. Not later than ten (10) days after Seller receives Purchaser's title and Survey objections, Seller shall notify Purchaser in

writing which of Purchaser's objections Seller claims it cannot resolve. If Seller fails to respond within such time period, the Evaluation Period shall automatically be extended until Purchaser receives Seller's response. If Purchaser is dissatisfied with Seller's response or lack of response, Purchaser may either (i) terminate this Agreement, in which Escrow Agent shall return the Deposit to Purchaser, after which neither party shall have any further liability under this Agreement, except for any obligations that expressly survive the termination of this Agreement, or (ii) proceed in accordance with the terms of this Agreement.

13.4. Purchaser shall have the further right to order a run-down title examination and update the Survey prior to the Closing, at Purchaser's cost and expense, and to submit to Seller any title or Survey objections which may have arisen since the date of Purchaser's Title Report or the Survey. Seller shall have an absolute obligation to cure any title or Survey objections that (i) Seller elects to cure in Seller's response; and (ii) arise subsequent to Purchaser's original Title Report or original Survey, unless caused by Purchaser or contemplated in accordance with the terms of this Agreement in connection with the Governmental Approvals.

13.5. If Seller fails to cure the title or Survey objections Seller elects to cure or is obligated to cure under this paragraph 13 prior to the Closing, Purchaser may: (a) delay the Closing to a date specified by Purchaser so that Seller or Purchaser removes or cures such title or Survey objections; or (b) proceed with the Closing pursuant to the terms of this Agreement and pay the Purchase Price with sufficient sums from the Purchase Price, as determined by Purchaser's Title Company, being placed into escrow with Purchaser's Title Company, to be used by Purchaser to cure or clear such title or Survey objections at Seller's expense; or (c) terminate this Agreement, in which event the Deposit shall be refunded to Purchaser, or (d) pursue the rights and remedies provided Purchaser in paragraph 8.1.

13.6. Anything in this Agreement to the contrary notwithstanding, Seller shall be required to discharge, or cause to be discharged, any mortgages, judgments, tax liens and other liens on the Property which are dischargeable by the payment of a sum certain, all of which shall be discharged and paid at or before the Closing.

Section 14. Condemnation.

In the event of an actual or threatened condemnation of any portion of the Property which in Purchaser's reasonable judgment would interfere with Purchaser's intended development of the Property and the Project, Purchaser shall have the right to terminate this Agreement, in which event the Deposit shall promptly (within 10 days) be returned to Purchaser, after which neither party shall thereafter have any further rights or obligations under this Agreement, except for any rights or obligations that expressly survive the termination of this Agreement. If Purchaser does not terminate this Agreement in accordance with this Section 14, Seller shall allow Purchaser a credit against the Purchase Price at the Closing equal to all such condemnation awards or other compensation received before the Closing Date and Seller shall assign to Purchaser all of Seller's right, title and interest in any condemnation award or other compensation for such condemnation or taking by eminent domain and the parties shall proceed with the Closing pursuant to the terms

of this Agreement.

Section 15. Broker.

15.1. Seller has made no agreements to pay any commissions or other compensation to any brokers or agents in connection with this Agreement. Seller has had no dealings with any broker or agent with respect to the Property upon which any such broker or agent would be entitled to a commission or other compensation. Seller shall indemnify Purchaser with respect to any claims by any broker, or other person in connection with this Agreement where such claim is based upon the acts or alleged acts of Seller.

Purchaser has made no agreement to pay any commission or other compensation to any brokers or agents in connection with this Agreement and has had no dealings with any broker or agent with respect to the Property upon which any such broker or agent would be entitled to a commission or other compensation. Purchaser shall indemnify Seller with respect to any claims by any broker or other person for brokerage commissions or other similar fees in connection with this Agreement where such claim is based solely upon the acts or alleged acts of Purchaser.

15.2. The provisions of this Section 15 shall survive the Closing and delivery of the deed at the Closing.

Section 16. Assignment.

This Agreement may be assigned by Purchaser to a partnership, corporation or limited liability company affiliated or related to Purchaser, or to any successor of Purchaser by merger, acquisition or otherwise. Despite any such assignment, Purchaser shall remain obligated under the terms of this Agreement. Seller shall not have the right to assign this Agreement, without the prior written consent of Purchaser.

Section 17. Applicable Time Periods; Moratorium.

Except as expressly agreed otherwise by the parties in writing, all of the time periods set forth in this Agreement shall be tolled and suspended due to the initiation of any condemnation proceeding, eminent domain action, moratorium, or other proceeding (including the Deer Valley Litigation) affecting the Property or the development of the Project until such proceedings have been concluded. Purchaser shall have the right, but not the obligation, to undertake any litigation in order to obtain the Governmental Approvals. If any party, person or entity including, without limitation, Seller or Purchaser initiates litigation (or otherwise appeals) relating to an approval or denial for the Project, the time periods in this Agreement shall be extended by the length of time during which any such appeal is pending. Similarly, the time periods in this Agreement shall be extended by the length of time during which any moratorium is in effect as to utility connections or usage, approvals, permits or applications related to the development of the Property with the Project. In no event shall the time periods be extended or any time periods tolled for a period longer than twenty-four (24) months beyond the date

contemplated by this Agreement for the Closing, unless such extension is agreed upon, in writing, by Purchaser and Seller. Purchaser shall have the right to terminate this Agreement, in which event Escrow Agent shall return the Deposit to Purchaser and neither Seller nor Purchaser shall have any further rights or obligations under this Agreement, except for those matters that expressly survive termination of this Agreement. If an appeal/litigation results in the denial of any approval or sustains the denial of a governmental authority or agency relating to the development of the Project, Purchaser has the option by written notice to Seller within thirty (30) days after the date of the court order memorializing such denial, to: (a) waive any such approval and close title to the Property; or (b) terminate this Agreement, in which event Escrow Agent shall return the Deposit to Purchaser. Notwithstanding the foregoing, in the event any moratorium results in the expiration of any Governmental Approval, then Purchaser shall have the right to terminate this Agreement by providing written notice to Seller, in which event Escrow Agent shall return the Deposit to Purchaser and neither Seller nor Purchaser shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of this Agreement.

Section 18. Notices.

All notices and consents required or permitted under this Agreement shall be in writing and given by electronic (e-mail) delivery, facsimile (with a confirmation of receipt), recognized reputable overnight courier, for example United Parcel Service or by hand delivery, directed as follows:

If given to Seller: Township of Hopewell
201 Washington Crossing-Pennington Road
Titusville, New Jersey 08560
Attention:
Fax:
Phone:
E-mail:

And with a copy to: Edwin W. Schmierer, Esq.
Mason, Griffin & Pierson, P.C.
101 Poor Farm Road
Princeton, New Jersey 08540-1941
Fax: (609) 683.7978
Phone: (609) 921.6543

If given to Purchaser: U.S. Home Corporation d/b/a Lennar
2465 Kuser Road
Hamilton, New Jersey 08690
Attention: Robert Calabro
Fax: (609) 245-2230
Phone: (609) 245-2212

E-mail: robert.calabro@lennar.com

With a copy to: Lennar Corporation
700 N.W. 107th Avenue
Miami, Florida 33172
Attention: Corporate Counsel
Fax: (305) 229-6650
Phone: (305) 229-6584
E-mail: mark.sustana@lennar.com

with a copy to: Fox Rothschild, LLP
49 Market Street
Morristown, New Jersey 07960
Attention: Deirdre E. Moore, Esq.
Fax: (973) 326-7101
Phone: (973) 326-7103
E-mail: dmoore@foxrothschild.com

If to Escrow Agent: North American Title Agency, Inc.
1040 Kings Highway North, Suite 700
Cherry Hill, New Jersey 08304
Attention : Sandi Merryfield
Fax : (856) 773-3202
Phone : (856) 773-4262
E-mail : smerryfield@nat.com

Any notice delivered by electronic (e-mail) delivery or facsimile in accordance with this Section shall be deemed to have been duly given upon receipt of confirmed e-mail delivery or facsimile transmission (if sent on Monday through Friday during business hours, or the next business day if sent after business hours) if a copy of said notice is also sent by recognized reputable overnight courier or hand delivery as provided in this Section 18. Any notice delivered by hand shall be deemed to have been duly given upon actual receipt or refusal to receive. Any notice sent by reputable overnight courier shall be deemed received on the next business day following deposit with such courier. Either party, by notice given as above, may change the address to which future notices or copies of notices may be sent.

Section 19. Environmental Defect Prior to Closing.

During the Evaluation Period, Purchaser shall have the right to retain an environmental consultant to perform a preliminary site assessment of the Property. In the event such an inspection reveals an Environmental Defect on or affecting the Property, the Evaluation Period shall automatically be extended for a period of seven (7) days and Purchaser shall notify Seller in writing of such

Environmental Defect. Seller shall provide notice to Purchaser within seven (7) days of Seller's receiving such notice from Purchaser, whether Seller shall address or remediate such Environmental Defect in accordance with all Environmental Laws prior to the Closing and provide Purchaser with a RAO from an LSRP designated (or approved in writing) by Purchaser, in which event Seller shall post an escrow at Closing in the amount estimated by Purchaser's consultant to be appropriate to cover any potential NJDEP audit of the RAO. If Seller advises Purchaser that it shall not address or remediate such Environmental Defect as provided herein, or if Seller fails to provide any notice to Purchaser, Purchaser may either (i) terminate this Agreement, in which event Escrow Agent shall promptly (within ten (10) days) return the Deposit to Purchaser and neither Seller nor Purchaser shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of this Agreement; or (ii) proceed with the Closing pursuant to the terms of this Agreement and accept the Property subject to such Environmental Defect.

19.1. If Seller receives notice from Purchaser, or any third party or entity, at any time after the Evaluation Period that a new Environmental Defect ("**New Environmental Defect**") has occurred on the Property since Purchaser's original site assessment, and provided such New Environmental Defect was not the result of Purchaser's own actions, Purchaser shall have the right to either (i) terminate this Agreement, in which event Escrow Agent shall promptly (within ten (10) days) return the Deposit to Purchaser and neither Seller nor Purchaser shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of this Agreement; or (ii) proceed with the Closing pursuant to the terms of this Agreement with a credit at Closing in the amount estimated by Purchaser's consultant to be necessary to remediate such New Environmental Defect and address any potential NJDEP audit of the RAO. If such New Environmental Defect is caused by Seller, Seller shall remediate such New Environmental Defect at Seller's cost and expense.

19.2. Notwithstanding any provision in this Agreement that may be construed to the contrary, in the event Purchaser elects to proceed to Closing prior to the issuance of a RAO pursuant to paragraph 19.1, or 19.2, Purchaser shall have the right to extend the Closing Date until a remedial action workplan (in such form as is acceptable to Purchaser) ("**RAWP**") is finalized, by an LSRP approved in writing by Purchaser, and delivered to Purchaser.

19.3. The provisions of this Section 19 shall survive the Closing.

Section 20. Miscellaneous.

20.1. All understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which embodies their entire agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation not contained herein.

20.2. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, legal representatives, administrators,

successors and assigns.

20.3. This Agreement may not be changed or terminated orally by either party. It may be amended only by a writing executed by Purchaser and Seller. No course of conduct or course of dealing by the parties shall be construed to constitute a waiver, modification, or amendment of any provision of this Agreement in the absence of a writing executed in accordance with this paragraph 20.3. The requirement set forth in this paragraph 22.3 that amendments to this Agreement must be in writing shall not itself be waived or amended by any oral agreement of the parties.

20.4. The section headings and table of contents set forth in this Agreement are for the convenience of the parties only, do not form a part of this Agreement, and are not to be considered a part of this Agreement for the purposes of interpretation, or otherwise. All references herein to the neuter gender shall be deemed to include the masculine and feminine genders, and all references herein to the singular shall be deemed to include the plural, all as the context may require.

20.5. This Agreement may be executed in counterparts, all of which shall be deemed originals.

20.6. This Agreement shall be governed by and construed according to the laws of the State of New Jersey and the parties agree to the jurisdiction of the courts of the State of New Jersey.

20.7. If two or more persons or entities constitute either the seller or the Purchaser, the word "Seller" or the word "Purchaser," and pronouns referring thereto, shall be construed in the singular or plural usage whenever the sense of this Agreement so requires and the obligations of such persons and entities hereunder shall be both joint and several.

20.8. If any time period expires on a Saturday, Sunday, or legal holiday of the State of New Jersey, the date of performance shall be the next day which is not a Saturday, Sunday, or legal holiday. Notwithstanding anything to the contrary set forth in this Agreement, Purchaser shall not be obligated to make any payment hereunder including, without limitation, payment of any portion of the Deposit, nor shall Purchaser be obligated to close on the purchase of the Property under this Agreement, at any time during the last five (5) business days of the months of February, May, August or November (each, a "**Blackout Period**"). Any payment that would otherwise be due during a Blackout Period shall be due and payable on the third (3rd) business day after the applicable Blackout Period. Any Closing that would otherwise occur during any Blackout Period shall occur on the third (3rd) business day after the applicable Blackout Period.

20.9. This Agreement, as matter of convenience to both parties, was initially prepared by the attorney for the Purchaser. Both parties agree that if there is an ambiguity in this Agreement, such ambiguity shall not be resolved against Purchaser solely on the basis that the

Agreement was prepared initially by Purchaser's attorney.

20.10. Whenever the consent or approval is required from either party in accordance with the terms of this Agreement, the consenting or approving party agrees not to unreasonably withhold, condition or delay such consent or approval unless the express terms of this Agreement provide that such consent or approval is at the "sole" or "absolute" "discretion" or "option" (or words of like import) of the consenting or approving party.

20.11. After the Closing Date Seller shall execute, acknowledge and deliver, for no further consideration, all such assignments, transfers, consents and other documents as Purchaser may reasonably request to vest in Purchaser, and protect Purchaser's right, title and interest in, and enjoyment of, the Property. The provisions of this paragraph 20.11 shall survive the Closing

20.12. This Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party. If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible.

Section 21. Memorandum of Agreement.

Seller shall execute and deliver to Purchaser a memorandum of this Agreement in the form of that attached as **Exhibit D** (the "**Memorandum of Agreement**") to give record notice of Purchaser's rights hereunder; provided, however, that Escrow Agent shall hold the executed Memorandum of Agreement in escrow and shall not record such Memorandum of Agreement until after the expiration of the Evaluation Period and delivery of Corporate Approval. Prior to recording the Memorandum of Agreement, the Purchaser shall deliver to Escrow Agent a Discharge of Memorandum of Agreement (the "**Discharge**"), which Discharge shall be executed by the Purchaser and otherwise in recordable form. Upon termination of this Agreement for any reason other than a Seller default, Escrow Agent shall release the Discharge for recording with the County Clerk; provided, however, that Escrow Agent shall provide Purchaser with ten (10) days prior written notice of its intention to release the Discharge.

Section 22. Site Development/Signs.

22.1. After the later of (i) the expiration of the Evaluation Period, and (ii) Purchaser obtaining preliminary site plan and subdivision approval for the Project from Seller, Purchaser shall have the right, but not the obligation, to commence site development of the Land. Such site development may include, without limitation, environmental remediation, soil balancing, and installation of utilities and roads. If Purchaser fails to close title to the Property, all such improvements and site development shall be for the benefit of Seller.

22.2. Purchaser is hereby granted a license to erect signs, place sales and/or construction trailers with utility connections and adequate parking at appropriate locations, all as

determined by Purchaser, on any portion of the Property, provided Purchaser does not commence such installations prior to the date Purchaser obtains preliminary site plan and subdivision approval for the Project from Seller. If this Agreement is terminated for any reason, Purchaser will promptly remove, at Purchaser's sole cost and expense, any signs, trailers or utility connections installed in accordance herewith.

All site work and installations performed by Purchaser pursuant to this Section 24 shall conform with any Governmental Approvals and all Applicable Laws, at Purchaser's sole cost and expense. Purchaser shall indemnify Seller, on the same terms as provided in Section 5 above, with respect to any claims arising from the entry onto the Property for such work by Purchaser or Purchaser's agents, employees and invitees.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party hereto, being authorized to do so and intending to be legally bound hereby, has duly executed and entered into this Agreement on the date first set forth above.

ATTEST:

TOWNSHIP OF HOPEWELL

Laurie E. Gompf

Township Clerk

Kevin D. Kuchel

Mayor

U.S. HOME CORPORATION D/B/A
LENNAR

By: _____

Name: Robert Calabro

Title: Vice President

Date Signed by Purchaser:

Escrow Agent executes below to evidence its agreement to act as Escrow Agent hereunder and to hold and disburse the Deposit in the manner provided herein:

ESCROW AGENT:

NORTH AMERICAN TITLE AGENCY

By: _____

Date Signed by Escrow Agent: _____

EXHIBIT A

Description of the Land

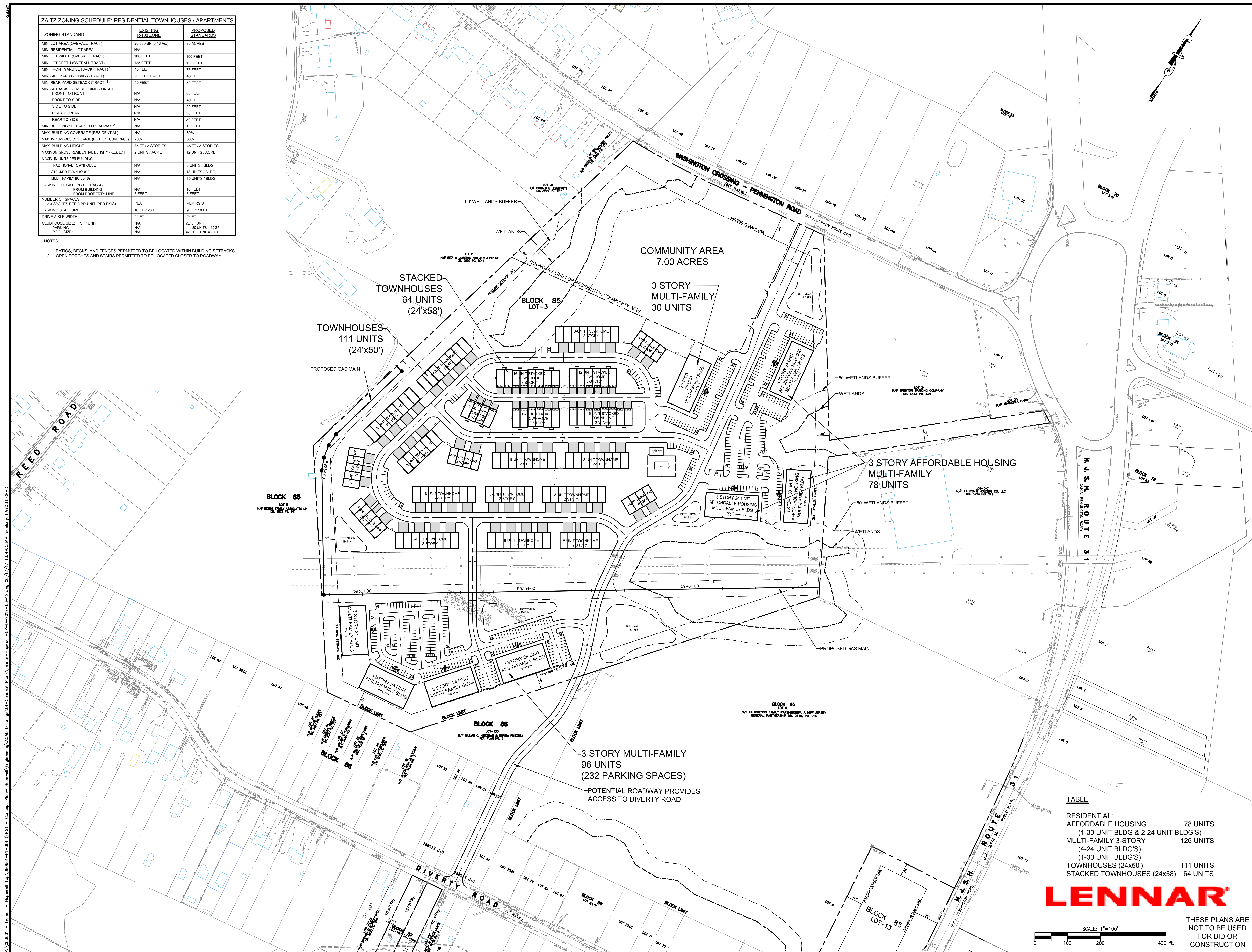
EXHIBIT B

Concept Plan

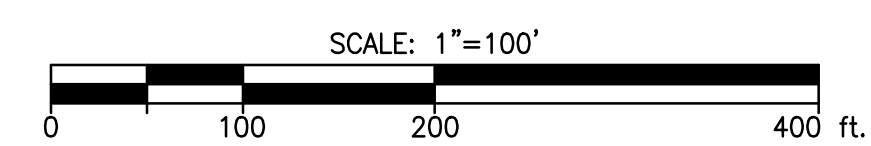
ZATZ ZONING SCHEDULE: RESIDENTIAL TOWNHOUSES / APARTMENTS		
ZONING STANDARD	EXISTING R-10 ZONE	PROPOSED STANDARD
MIN. LOT AREA (OVERALL TRACT)	20,000 SF (0.46 Ac)	30 ACRES
MIN. RESIDENTIAL LOT AREA	N/A	
MIN. LOT WIDTH (OVERALL TRACT)	100 FEET	100 FEET
MIN. LOT DEPTH (OVERALL TRACT)	125 FEET	125 FEET
MIN. FRONT YARD SETBACK (TRACT) ¹	45 FEET	75 FEET
MIN. SIDE YARD SETBACK (TRACT) ¹	20 FEET EACH	40 FEET
MIN. REAR YARD SETBACK (TRACT) ¹	40 FEET	50 FEET
MIN. SETBACK FROM BUILDINGS ONSITE:		
FRONT TO FRONT	N/A	60 FEET
FRONT TO SIDE	N/A	40 FEET
SIDE TO SIDE	N/A	20 FEET
REAR TO REAR	N/A	50 FEET
REAR TO SIDE	N/A	30 FEET
MIN. BUILDING SETBACK TO ROADWAY ²	N/A	15 FEET
MAX. BUILDING COVERAGE (RESIDENTIAL)	20%	50%
MAX. IMPROVED COVERAGE (RES. LOT COVERAGE)	20%	50%
MAX. BUILDING HEIGHT	35 FT / 2-STORIES	45 FT / 3-STORIES
MAXIMUM GROSS RESIDENTIAL DENSITY (RES. LOT)	2 UNITS / ACRE	12 UNITS / ACRE
MAXIMUM UNITS PER BUILDING		
TRADITIONAL TOWNHOUSE	N/A	8 UNITS / BUILDING
STACKED TOWNHOUSE	N/A	18 UNITS / BLDG
MULTI-FAMILY BUILDING	N/A	30 UNITS / BLDG
PARKING: LOCATION / SETBACKS FROM BUILDING FROM PROPERTY LINE	N/A 5 FEET	10 FEET 5 FEET
NUMBER OF SPACES: 2.4 SPACES PER 3 BR UNIT (PER RSIS)		PER RSIS
PARKING STALL SIZE	10 FT x 20 FT	9 FT x 18 FT
DRIVE AISLE WIDTH	24 FT	24 FT
CUL-DE-SAC: SF / UNIT	N/A	25.5 SF/UNIT
PARKING POOL SIZE:	N/A	+1 / 20 UNITS = 19 SF +2.5 SF / UNIT = 560 SF

NOTES:

1. PATIOS, DECKS, AND FENCES PERMITTED TO BE LOCATED WITHIN BUILDING SETBACKS
2. OPEN PORCHES AND STAIRS PERMITTED TO BE LOCATED CLOSER TO ROADWAY.



<u>TABLE</u>	
RESIDENTIAL:	
AFFORDABLE HOUSING	78 UNITS
(1-30 UNIT BLDG & 2-24 UNIT BLDG'S)	
MULTI-FAMILY 3-STORY	126 UNITS
(4-24 UNIT BLDG'S)	
(1-30 UNIT BLDG'S)	
TOWNHOUSES (24x50')	111 UNITS
STACKED TOWNHOUSES (24x58)	64 UNITS

LENNAR®

THESE PLANS ARE
NOT TO BE USED
FOR BID OR
CONSTRUCTION

EXHIBIT C

INSURANCE REQUIREMENTS EXHIBIT

Buyer shall procure and maintain the following insurance coverages:

1. Workers' Compensation:

Coverage A. Statutory Benefits

Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

2. Commercial Auto Coverage:

Automobile Liability coverage in the amount of \$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos.

3. Commercial General Liability:

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) with limits as follows:

Each Occurrence Limit	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

The policy must include:

- a) An Additional Insured Endorsement naming as additional insured:
"Seller Entity."
- b) Coverage must be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.

4. Other Requirements:

- a) All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide, is not less than A (-): VII.
- b) Certificates of Insurance will be provided upon written request from Seller.

EXHIBIT D

**MEMORANDUM OF AGREEMENT FOR
PURCHASE AND SALE OF REAL ESTATE**

THIS MEMORANDUM OF AGREEMENT, made and executed as of this day of _____, 2017, by and between **the TOWNSHIP OF HOPEWELL**, a Municipal Corporation of the State of New Jersey, having an address of 201 Washington Crossington-Pennington Road, Titusville, New Jersey 08560 ("**Seller**") and **EL VENTURES, LLC, c/o U.S. HOME CORPORATION D/B/A LENNAR**, with offices located at 2465 Kuser Road, Hamilton, New Jersey 08690 (hereinafter referred to as "**Purchaser**"). (Purchaser and Seller are hereinafter referred to collectively as the "**parties**".)

WITNESSETH THAT:

Seller and Purchaser have entered into an Agreement for Purchase and Sale of Real Estate dated _____, 2017 (the "**Agreement**"), whereby Seller agreed to sell and Purchaser agreed to purchase all that certain tract or parcel of land and premises known and designated as Block 85, Lot 3, in the Township of Hopewell, Mercer County, and more particularly described on **Exhibit A** hereto (the "**Property**"), together with all approvals, buildings and improvements presently thereon or to be constructed thereon, and the appurtenances thereto appertaining, on the terms and conditions set forth in the Agreement.

This Memorandum of Agreement is solely for recording purposes and shall not be construed to alter, amend or supplement the Agreement.

Parties in interest requiring information regarding the relevant provisions of the Agreement to determine their obligations, rights or restrictions thereunder may obtain the same by writing to Purchaser at the address set forth above.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

PURCHASER:

WITNESS:

**U.S. HOME CORPORATION D/B/A
LENNAR**

By: _____

Name: Robert Calabro

Title: Vice President

SELLER:

ATTEST:

TOWNSHIP OF HOPEWELL

Laurie E. Gompf

By: Kevin D. Kahl

Township Clerk

, Mayor

STATE OF New Jersey)
) SS:
COUNTY OF Mercer)

The foregoing instrument was acknowledged before me this 11th day of December, 2017, by the Township of Hopewell (the "**Township**"), a municipal corporation of the State of New Jersey, by Kevin D. Kuchinski, its Mayor, on behalf of the Township.

Laurie E. Gompf

LAURIE E. GOMPf
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2298178
My Commission Expires 3/20/2018

STATE OF _____)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2017, before me, the subscriber, personally appeared Robert Calabro, Vice President of U.S. **HOME CORPORATION d/b/a LENNAR** who, I am satisfied, is the person who executed the foregoing instrument, and thereupon he stated that he was authorized to execute said instrument on behalf of said company and that he executed said instrument as the act of the said company.

**TOWNSHIP OF HOPEWELL,
MERCER COUNTY, NEW JERSEY**

RESOLUTION #18-129

**RESOLUTION OF THE TOWNSHIP OF HOPEWELL AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH
U.S. HOME CORPORATION D/B/A LENNAR IN CONNECTION
WITH THE REDEVELOPMENT OF A PORTION OF THE ZAITZ
REDEVELOPMENT AREA**

WHEREAS, the New Jersey Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Redevelopment Law confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Redevelopment Law, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the Township of Hopewell (the “**Township**”) has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Redevelopment Law; and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the Township Committee (the “**Township Committee**”) identified and designated the area consisting of Block 85, Lots 3, 4, 5.01, 7, 24 and 30, and Block 86, Lots 32, 33, 34 and 130, as set forth on the tax maps of the Township, as an "area in need of redevelopment" (the “**Redevelopment Area**”); and

WHEREAS, the Township Committee adopted a redevelopment plan for the Redevelopment Area, entitled “Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7, 24 and 30, and Block 86, Lots 32, 33, 34 and 130” (the “**Redevelopment Plan**”); and

WHEREAS, the Township is the fee simple owner of the portion of the Redevelopment Area consisting of Block 85, Lot 3 (the “**Property**”); and

WHEREAS, U.S. Home Corporation d/b/a Lennar (the “**Redeveloper**”) and the Township have entered into that certain Agreement for Purchase and Sale of Real Estate dated December 11, 2017 for the conveyance of the Property, less an approximately seven (7) acre portion thereof that will be subdivided from the Property and retained by the Township (the

“**Community Area**”; the Property less the Community Area will hereinafter be referred to as the “**Project Area**”); and

WHEREAS, on July 7, 2015, the Township filed an action in the Superior Court of New Jersey, Mercer County, bearing Docket No. MER-L-1557-15, seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, *N.J.S.A. 52:27D-301 et seq.*, in accordance with In re N.J.A.C. 5:96 and 5:97 and a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan (“**Affordable Housing Plan**”), in addition to related reliefs, including temporary immunity from all Mount Laurel lawsuits; and

WHEREAS, the Project Area is included in the Township’s Affordable Housing Plan; and

WHEREAS, the Redeveloper is the contract-purchaser of the Project Area, and is a developer with resources and experience suitable for the proposed redevelopment thereof; and

WHEREAS, Redeveloper proposes to redevelop the Project Area by constructing thereon an inclusionary residential development project, consisting of seventy-eight (78) non-age restricted residential units affordable to very low, low and moderate income households, potentially an additional thirty (30) rental units affordable (which may or may age-restricted, in the Township’s discretion) to very low, low and moderate income households, and not more than three hundred one (301) market rate units, consisting of condominiums, townhomes and stacked townhomes, together with a recreation area and related amenity and infrastructure improvements (collectively, “the “**Project**”)

WHEREAS, on December 19, 2017, the Township adopted a resolution conditionally designating the Redeveloper as the redeveloper of the Redevelopment Area, subject to the successful negotiation and execution of a redevelopment agreement; and

WHEREAS, the undertaking of the Project will help the Township satisfy a portion of its affordable housing obligation, while preparing the Community Area for the construction of a community center thereon, including the construction of infrastructure improvements necessary therefor, and an improved traffic circulation network in the area, of approximately \$16,200,000 of value to the Township; and

WHEREAS, the Township has determined that the Redeveloper meets all necessary criteria, including financial capabilities, experience and expertise, and, as a result, has determined to designate the Redeveloper as the redeveloper for the Project Area and to enter into an agreement (in the form attached hereto as Exhibit A, the “**Redevelopment**

Agreement”), which specifies terms of the redevelopment of the Project Area and the rights and responsibilities of the Township and the Redeveloper with respect to the Project.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hopewell, in the County of Mercer, New Jersey, as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.

2. U.S. Home Corporation d/b/a Lennar is hereby designated as redeveloper of the Project Area, pursuant to the Redevelopment Law, for purposes of carrying out the Project, in accordance with the terms of the Redevelopment Agreement.

3. (a) The Mayor is hereby authorized and directed to execute the Redevelopment Agreement, and any associated project agreement referenced therein, in the substantially the same form as that on file with the Township Clerk.

(b) The Clerk of the Township is hereby authorized and directed, upon the execution of the Redevelopment Agreement or other related project agreement, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to thereupon affix the corporate seal of the Township.

4. If any part(s) of this Resolution shall be deemed invalid, such part(s) shall be severed and the invalidity thereof shall not affect the remaining parts of this Resolution.

5. This Resolution shall take effect immediately.

Date Adopted: April 9, 2018

CERTIFICATION

I, Laurie E. Gompf, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 9th day of April, 2018, in the Municipal Building, Hopewell Township, New Jersey.



Laurie E. Gompf, RMC
Municipal Clerk

EXHIBIT A
REDEVELOPMENT AGREEMENT

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

TOWNSHIP OF HOPEWELL, NEW JERSEY,

as the Redevelopment Entity

and

U.S. HOME CORPORATION D/B/A LENNAR,

as the Redeveloper

Dated as of _____, 2018

REDEVELOPMENT AGREEMENT (the “**Agreement**” or “**Redevelopment Agreement**”), dated as of _____, 2018, by and between:

THE TOWNSHIP OF HOPEWELL, a municipal corporation of the State of New Jersey with offices at 201 Washington Crossing Pennington Road, Hopewell, New Jersey 08560 (the “**Township**”), acting in the capacity of a redevelopment entity pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* as amended and supplemented (the “**Redevelopment Law**”),

and

U.S. HOME CORPORATION D/B/A LENNAR, a Delaware corporation, with offices located at 2465 Kuser Road, Hamilton, New Jersey 08690 and its successors and assigns, including any designated urban renewal entity formed consistent with the provisions of *N.J.S.A. 40A:20-1 et seq.* (the “**Redeveloper**”, together with the Township, the “**Parties**, and, each a “**Party**”).

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Redevelopment Law provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the Township identified and designated the area consisting of Block 85, Lots 3, 4, 5.01, 7, 24 and 30, and Block 86, Lots 32, 33, 34 and 130, all as set forth on the tax maps of the Township, as an "area in need of redevelopment" (the "**Redevelopment Area**") and adopted a redevelopment plan for the Redevelopment Area, entitled the "Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7, 24 and 30, Block 86, Lots 32, 33, 34 and 130" (the "**Redevelopment Plan**");

WHEREAS, the Township is the fee simple owner of the portion of the Redevelopment Area consisting of Block 85, Lot 3 (the "**Property**"); and

WHEREAS, the Redeveloper and the Township have entered into that certain Agreement for Purchase and Sale of Real Estate having an effective date of December 26, 2017 (the “**Purchase Agreement**”) for the conveyance of the Property less an approximately seven (7) acre portion thereof that will be subdivided from the Property and retained by the Township (the “**Community Area**”; the Property less the Community Area will hereinafter be referred to as the “**Project Area**”); and

WHEREAS, on July 7, 2015, the Township filed an action in the Superior Court of New Jersey, Mercer County, bearing Docket No. MER-L-1557-15 (the “**Action**”), seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, *N.J.S.A. 52:27D-301 et seq.*, in accordance with In re N.J.A.C. 5:96 and 5:97 and a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan (“**Affordable Housing Plan**”), in addition to related reliefs, including temporary immunity from all Mount Laurel lawsuits; and

WHEREAS, by Order dated September 21, 2017 in the Action (the “**Order**”), the Court approved the Township’s Settlement Agreement rezoning the Property by way of a Redevelopment Plan and supporting ordinances; and

WHEREAS, the Project Area is included in the Township’s Affordable Housing Plan; and

WHEREAS, on December 14, 2017, a final compliance hearing on the Township’s Affordable Housing Plan was held and by Court Order dated January 10, 2018, the Court approved the Township’s Affordable Housing Plan;

WHEREAS, the Redeveloper is the contract-purchaser of the Project Area, as more specifically delineated in the metes and bounds description attached hereto as Exhibit A, and is a developer with resources and experience suitable for the proposed redevelopment thereof; and

WHEREAS, Redeveloper proposes to redevelop the Project Area by constructing thereon an inclusionary residential development project, consisting of not more than seventy-eight (78) Affordable Units (as defined below), potentially an additional thirty (30), non-age restricted rental units affordable to very low, low and moderate income households (the “**Conditional Affordable Units**”) and not more than three hundred one (301) market rate units, in a mix of three (3) and four (4) story condominium buildings, consisting of condominiums, townhomes and stacked townhomes, together with a recreation area and related amenity and infrastructure improvements, as well as the Infrastructure Obligations (as defined below), all of a size, layout and design as determined by Redeveloper, and consistent with the Concept Plan (as defined below), provided that all four (4) story condominium buildings in the Project shall be limited to the area of the Project Area located south of the gas line easement on the Project Area (collectively, “the **Project**”); and

WHEREAS, the Township acquired the Property on October 12, 2011 for \$5,806,000 and, after the Township sells the Project Area (comprising approximately 37 acres, representing approximately 84% of the Property) to the Redeveloper under the Purchase Agreement, it will retain the Community Area, comprising approximately 16% of the Property); and

WHEREAS, relative to the aforementioned purchase price, the value of the Project Area is approximately \$4,877,040 ($\$5,806,000 \times .84$) and the value of the retained Community Area is at least \$928,960 ($\$5,806,000 \times .16$); and

WHEREAS, the Project will require Redeveloper to make a significant investment, presently estimated to be in excess of Twenty-two Million Dollars (\$22,000,000) in on-site and off-site infrastructure improvement costs that will directly benefit the Township in that a portion of such costs, approximately Three Million Five Hundred Thousand Dollars (\$3,500,000) are attributable to the Community Area, which makes up sixteen percent (16%) of the total Property area that is being retained by the Township; and

WHEREAS, the benefit to the Township by the Redeveloper constructing the Affordable Units, which will help satisfy the Township’s constitutional obligation to meet a regional

affordable housing need, is approximately \$145,903 per unit, per N.J.A.C. 5:97-6.4(c)(3), or \$11,400,000; and

WHEREAS, the Township will also benefit from the additional Conditional Affordable Units, if required, which will be in addition to the twenty (20%) set aside and will require an investment by Redeveloper of an approximately Four Hundred Thousand Dollar (\$400,000) capacity reservation fee payable to the Ewing-Lawrence Sewer Authority; and

WHEREAS, on December 19, 2017, the Township adopted a resolution conditionally designating the Redeveloper as the redeveloper of the Redevelopment Area, subject to the successful negotiation and execution of a redevelopment agreement; and

WHEREAS, in order to set forth the terms and conditions under which the Parties will carry out their respective obligations with respect to the construction of the Project in accordance with the Redevelopment Plan, the Affordable Housing Plan and Applicable Law, the Parties have determined to execute this Redevelopment Agreement; and

WHEREAS, on April __, 2018, the Township adopted a resolution designating the Redeveloper as the redeveloper of the Project Area and authorizing the execution of this Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

SECTION 1.01. Definitions. In this Redevelopment Agreement, words that are capitalized, and which are not the first word of a sentence, are defined terms. The capitalized terms defined in the preambles hereto shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Redevelopment Agreement shall mean:

“Affiliate” means with respect to the Redeveloper, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Redeveloper. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of voting securities, by contract, joint venture or otherwise, including any successor to Redeveloper by merger, acquisition or otherwise.

“Affordable Housing Administrator” is defined in Section 3.05(d)

“Affordable Units” means the seventy-eight (78) very low, low and moderate income housing units required to be constructed within the Project pursuant to this Agreement in accordance with affordable housing regulations, UHAC and the Affordable Housing Plan.

“Alternative Concept Plan” is defined in Section 3.05(b).

“Appeal Period” means the period of time specified by statute or court rule within which an appeal may be taken by any Party from the grant of any Governmental Approval, and includes the period for filing an appeal to an appellate court after entry of a judgment or decision by a lower court or administrative agency.

“Applicable Law” means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority which, in any case, shall be enacted, adopted, promulgated, issued or enforced by any Governmental Authority, and/or court of competent jurisdiction that relates to or affects the Parties, the Redevelopment Area, the Project, or any portion thereof, the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights under this Redevelopment Agreement, including without limitation, the Redevelopment Plan, the Redevelopment Law, the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.*, the Local Land and Buildings Law, *N.J.S.A. 40A:12-1 et seq.*, the Redevelopment Area Bond Financing Law, the Long Term Tax Exemption Law, the Eminent Domain Act, *N.J.S.A. 20:3-1 et seq.*, the Land Use And Development Ordinance, as amended, of the Township, as and to the extent applicable pursuant to the terms of the Redevelopment Plan, Environmental Laws, the Fair Housing Act of 1985, *N.J.S.A. 52:27D-301 et seq.* (including the Veterans Preference Act), affordable housing regulations, relevant construction codes including construction codes governing access for people with disabilities, and all other applicable federal, state or local zoning, land use, environmental, health and safety laws, ordinances, rules and regulations, and federal and state labor standards or regulations, if any, including but not limited to the Prevailing Wage Law.

“Approvals Period” is defined in Section 3.06(c).

“Certificate of Completion” means one or more certificates issued by the Township upon Completion of the Project, or any Unit or building within the Project, pursuant to Section 7.02 hereof in the form attached as Exhibit C, it being expressly acknowledged by the Township that the issuance of a Certificate of Occupancy for any Unit or building within the Project shall be conclusive determination that such Unit or building, as applicable, has been completed in accordance with the terms of this Agreement and Applicable Laws and that such Unit or building, as the case may be, is released from all obligations, liabilities and covenants hereunder, as if a separate Certificate of Completion had been issued for such Unit or building.

“Certificate of Occupancy” means a Certificate of Occupancy (temporary or permanent), as such term is defined in the New Jersey Administrative Code, issued with respect to the Project, or any Unit or building within the Project.

“Closing” is defined in the Purchase Agreement.

“Closing Date” is defined in the Purchase Agreement.

“Commence[ment of] Construction” means the undertaking by Redeveloper of any actual physical construction of any portion of the Project, including site preparation, environmental remediation, construction of new structures or construction or upgrading of infrastructure.

“Comple[t]e, [ed] or [ion]” means with respect to the Project, or any portion thereof, including any Unit or building, that (a) all work related to the Project, or any portion, including any Unit or building therein, or any other work or actions to which such term is applied has been completed, acquired and/or installed in accordance with this Redevelopment Agreement and in compliance with Applicable Laws so that (i) the Project, or any portion, Unit or building therein, as the case may be, has been completed and may be used and operated under the applicable provisions of this Redevelopment Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed, (b) all permits, licenses and approvals that are required in order that a Certificate of Completion can be issued for the Project, or Unit or building, as applicable, has been completed, or such other work or action to which such term is applied are in full force and effect, and (c) such “Completion” has been evidenced by a Completion Notice or issuance of a Certificate of Occupancy.

“Completion Notice” means written notification to the Township of the Completion of any Unit, building, or other portion of the Project, and request by Redeveloper for the issuance by the Township of a Certificate of Completion with respect to such Unit, building or portion of the Project. Such Completion Notice shall consist of a certificate of the Redeveloper and a certificate of the Redeveloper’s engineer, in substantially the form attached thereto as Exhibit 2

“Completion Date” means the date that the Project is Completed.

“Concept Plan” means the concept plan for the Project entitled “Concept Plan for Lennar-Zaitz Parcel, Hopewell Twp”, prepared by Bowman Consulting, dated December 19, 2017, attached hereto as Exhibit B.

“Control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“Declaration” is defined in Section 6.05 hereof and the form of which is attached hereto as Exhibit D.

“Deed-Restriction Period” is defined in Section 3.05(c)

“Deer Valley Litigation” means collectively, (i) that certain action *entitled Deer Valley Realty, LLC v. Township of Hopewell, et al.*, filed in the Superior Court of New Jersey, Law Division, Mercer County, Appellate Division, Docket No. MER-L-002326-17 PW; and (ii) that certain action *entitled Deer Valley Realty, LLC v. Township of Hopewell, et al.*, filed in the Superior Court of New Jersey, Law Division, Mercer County, Docket No. MER-L-1557-15.

“Default” means a condition or event which constitutes or would constitute, after notice or lapse of time or both, an Event of Default as more particularly defined in Section 11.01.

“Effective Date” means the date on which this Redevelopment Agreement is executed by the last of the Parties to so execute same, or such other date as may be agreed to by the Parties.

“Engineering Controls” means any mechanism to contain or stabilize contamination or to ensure the effectiveness of a Remediation. Engineering Controls may include, without limitation, caps, covers, dikes, trenches, leachate control systems, signs, fences and physical access barriers.

“Environmental Laws” means all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes and administrative orders or decrees, directives or judgments relating to environmental contamination or damage to or protection of the environment, including, but not limited to, the *Comprehensive Environmental Response, Compensation and Liability Act* (“CERCLA”) (42 U.S.C. §§ 9601-9675); the *Resource Conservation and Recovery Act of 1976* (“RCRA”) (42 U.S.C. §§ 6901, *et seq.*); the *Clean Water Act* (33 U.S.C. §§ 1251, *et seq.*); the *New Jersey Spill Compensation and Control Act* (the “*Spill Act*”) (N.J.S.A. 58:10-23.11, *et seq.*); ISRA; the *New Jersey Underground Storage of Hazardous Substances Act* (N.J.S.A. 58:10A-21, *et seq.*); the *New Jersey Water Pollution Control Act* (N.J.S.A. 58:10A-1 *et seq.*); the *New Jersey Environmental Rights Act* (N.J.S.A. 2A:35A-1, *et seq.*); and the rules and regulations promulgated thereunder.

“Escrow Account” is defined in Section 2.04.

“Estoppel Certificate” is defined in Section 3.04.

“Event of Default” means the occurrence of any Redeveloper Event of Default or Township Event of Default, as the case may be, and as further defined in Section 11.01 hereof.

“Exhibit(s)” means any exhibit attached hereto which shall be deemed to be a part of this Redevelopment Agreement as if set forth in full in the text hereof.

“Financial Agreement” or “Financial Agreements” means one or more agreements, in a form to be agreed upon, to be executed by the Township and the Urban Renewal Entity(ies) pursuant to the Long Term Tax Exemption Law.

“Force Majeure” is defined in Section 11.02.

“Foreclosure” is defined in Section 10.03(b).

“Governmental Approvals” means all necessary reviews, consents, permits or other approvals of any kind, in final and non-appealable form, required by any local, county, state or federal governmental or quasi-governmental entity or authority, required to be obtained in order to construct the Project, including, without limitation, the execution of the Financial Agreement(s) and approval any funding sources contemplated thereunder, and the issuance of all permits, approvals and allocations necessary for the construction of the Project.

“Governmental Authority” means the federal government, the State, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity with authority or jurisdiction over any part of the permitting, Remediation, construction or operation of the Project or the Project Area, or pursuant to Environmental Laws including without limitation, the Planning Board and the NJDEP.

“Hazardous Substance” means any element, compound, material, mixture, substance, chemical or waste that is listed as hazardous or toxic, or a pollutant or contaminant, in any Environmental Law.

“Holder(s)” is defined in Section 10.01(a).

“Improvements” means the construction, installation, repair, rehabilitation or reconstruction of all buildings, structures or improvements existing upon, or constructed on or installed as part of the Redevelopment Project, including without limitation, Infrastructure Obligations.

“Infrastructure Construction Agreement” means a developer’s agreement to be entered into by the Township and Redeveloper, setting forth the terms, conditions, specifications, and performance guarantees pertaining to Redeveloper’s obligation hereunder to construct the Infrastructure Obligations and to convey ownership thereof to the Township in accordance with the terms and conditions of this Agreement, the Purchase Agreement and Applicable Law.

“Infrastructure Obligations” means, collectively, the design and construction of: (i) an access road to the Project Area from Washington Crossing — Pennington Road which must accommodate curb cuts and access from the entry road to the Community Area, which work shall include any reasonably required related improvements to Washington Crossing — Pennington Road along the northern Property frontage; (ii) a storm water system for the Project that will accommodate the Community Area, if necessary; (iii) an entry sign along Washington Crossing — Pennington Road identifying the Project as well as the Community Area (or reserving signage space for the future development of the Community Area) and (iv) a rear or southerly access point to/from the Property connecting to Diverty Road.

“Institutional Controls” means a mechanism used to limit human activities at or near a contaminated site, or to ensure the effectiveness of a Remediation over time, when contaminants remain at the contaminated site in levels or concentrations above the applicable remediation standard that would allow unrestricted use of the site. Institutional Controls may include, without limitation, structure, land and natural resource use restrictions, classification exception areas, well restrictions areas and deed notices.

“ISRA” means the Industrial Site Recovery Act, as amended (N.J.S.A. 13:1K-6 *et seq.*).

“Long Term Tax Exemption Law” means N.J.S.A. 40A:20-1 *et seq.*, as amended and supplemented.

“Municipal Land Use Law” means N.J.S.A. 40:55D-1 *et seq.*, as amended and supplemented.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Permitted Transfers” is defined in Section 8.03.

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, institution, or any other entity.

“Planning Board” or **“Township Planning Board”** means the Planning Board of the Township of Hopewell.

“Progress Meetings” is defined in Section 4.01.

“Progress Report” is defined in Section 4.02.

“Project Costs” means the costs of designing, permitting and constructing the Project; including the cost of land and soft costs associated with construction.

“Project Schedule” means the schedule for the design, permitting, financing, construction and completion of the Project by the Redeveloper, as set forth in Schedule E hereto.

“Redeveloper Covenants” is defined in Section 6.04.

“Redeveloper Event of Default” means, with respect to the Redeveloper, an Event of Default as defined in Section 12.01.

“Redevelopment Area Bond Financing Law” means N.J.S.A. 40A:12A-64 *et seq.*, as amended and supplemented.

“Remediat[e], [ed], [ing] or [ion]” means the investigation, study, planning, design, clean-up, removal, containment, disposal, dispersal, treatment (including, but not limited to, in-situ and ex-situ treatment), management, remediation (including, but not limited to, the use of Engineering Controls and Institutional Controls, stabilization, neutralization of Hazardous

Substances required by Governmental Authority and/or pursuant to Environmental Laws which allows for the Project, including, but not limited to any operations, maintenance, and monitoring activities that may be required after completion of the foregoing.

“Remediation Costs” shall mean demolition, removal, site clearance, disposition and related processing and other costs and charges regarding existing improvements, the land and any groundwater thereunder, and all necessary actions required under Environmental Laws or any other Applicable Law to investigate and clean up, remove, or otherwise respond to the known or suspected presence or threatened discharge of hazardous substances or hazardous wastes, including, as necessary, preliminary assessment, site investigation, remedial investigation, and remedial action, including as to both demolition and Remediation “soft costs” such as professional fees, site audit costs, agency processing and the like, but specifically excluding fees paid to Redeveloper or to any Affiliate of Redeveloper.

“Section” means a section or subsection of this Redevelopment Agreement.

“Scheduled Completion Date” means the anticipated Completion Date as set forth in the Project Schedule attached hereto as Exhibit F, subject to any extensions, including as a result of Force Majeure, granted in accordance with this Redevelopment Agreement.

“State” means the State of New Jersey.

“Substantial Completion” or **“Substantially Completed”** means that the requirements set forth in clauses (a) through (c), inclusive, of the definition of “Completion” have been satisfied with respect to the particular Unit, building or phase of the Project in question, with the exception of certain immaterial portions of the work relating to such Unit, building, phase or portion of the Project that have been Completed, or such other work for such Unit, building, phase or respective portion of the Project remains to be Completed as long as (a) the Redeveloper, with respect to such Unit, building or phase of the Project, has prepared and delivered to the Township a “punch list” of items requiring completion or correction in order for the Redeveloper to fully comply with the terms of this Redevelopment Agreement, (b) “punch list” items have been reasonably agreed to by the Township, and (c) such “punch list” items are capable of being Completed within ninety (90) days of the date that Completion of such Unit, building or phase of the Project is certified, as set forth in the written notice provided under (c) of the definition of Completion, or such later date as is mutually acceptable to the Parties, as long as the public health, welfare or safety is not impaired by such additional time for Completion; and provided further however, that all such “punch list” items shall be Completed, under all circumstances, but subject to Force Majeure events, within (i) one hundred eighty (180) days following the date that Completion is certified, as provided above, with respect to the exterior of any buildings and (ii) three hundred sixty-five (365) days following the date that Completion is certified, as provided above, with respect to the interiors of any buildings. “Substantial Completion” shall be evidenced by issuance of a temporary Certificate of Occupancy for the Project, or any Unit, building or portion of the Project that has been Substantially Completed.

“Township Costs” is defined in Section 2.03.

“Township Committee” means the governing body of the Township.

“Township Event of Default” means, with respect to the Township, an Event of Default, as such term is defined in Section 11.01 hereof.

“Township Indemnified Parties” means the Township and its officers, elected officials, agents, employees, contractors and consultants.

“Transfer” is defined in Section 8.02.

“UHAC” means Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1*, et seq., as same may be amended, or any successor laws or regulations.

“Unit” means any residential housing unit within the Project, whether a condominium, townhome, stacked townhome or apartment unit, intended for sale or rent, including any Affordable Unit and any Conditional Affordable Unit, if any.

“Urban Renewal Entity” means an urban renewal entity formed by the Redeveloper (including the Redeveloper itself if the Redeveloper converts to an urban renewal entity) in accordance with the Long Term Tax Exemption Law and this Redevelopment Agreement to construct the Project.

“Utilities” means municipal water, sanitary sewer and storm water facilities and natural gas, electricity, and voice and data transmission facilities.

“Veterans Preference Act” means the Veterans Preference Act, U.S.C. Sec. 2108, et seq.

SECTION 1.02. Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) Each right of the Township to review or approve any actions, plans, specifications, or other obligations of the Redeveloper hereunder shall be made by the Township official(s) with legal authority to conduct such review or grant such approvals. Any review contemplated by this Redevelopment Agreement shall be made in a timely manner. Upon request of the Redeveloper, the Township shall inform the Redeveloper of all officials with the required authority.

(g) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context expressly dictates otherwise; provided, however, that notwithstanding any provision in this Agreement to the contrary, where the Township is required to give consent or approval to a request by Redeveloper, if the Township fails to respond within the twenty (20) day period, the request and/or consent, as applicable, by Redeveloper shall be deemed granted by the Township.

(h) Unless otherwise indicated, any “fees and expenses” shall be required to be actual, out of pocket, customary and reasonable.

[END OF ARTICLE I]

ARTICLE II FINANCIAL OBLIGATIONS

SECTION 2.01. The Redeveloper's Financial Commitment. The Redeveloper represents and warrants that to the best of Redeveloper's knowledge and belief, it has obtained or can obtain, and intends to commit the requisite equity and debt financing, in an amount necessary to implement and complete the Project.

SECTION 2.02. Project Costs. All costs of implementing this Redevelopment Agreement and completing the Project, including Township Costs as specified in Section 2.03 hereof, and the costs incurred by the Redeveloper will be borne by the Redeveloper.

SECTION 2.03. Township Costs. In addition to the Redeveloper's estimated costs for the Project, the Redeveloper agrees to provide funding to the Township to pay all reasonable out-of-pocket costs incurred by the Township for outside professionals and consultants in connection with the negotiation, execution or performance of this Agreement (the "**Township Costs**"). Township Costs shall include, but not be limited to, any actual, reasonable out-of-pocket fees and costs of any professional consultant or vendor retained by the Township in connection with the negotiation, execution or performance of this Agreement, including attorneys, engineers, technical consultants, planners, financial consultants and appraisers, among others, and all reasonable out-of-pocket costs and expenses of the Township. Township Costs shall not include: (i) any administrative fee chargeable in connection with administering the annual service charge payable pursuant to any Financial Agreement, which shall be due thereunder, (ii) any fees or costs incurred by the Township in designing, planning, financing or constructing a Community Center or other development on the Community Area, or (iii) any costs or fees incurred in connection with the Redeveloper's application for the Governmental Approvals, which costs shall be governed by the Municipal Land Use Law and the Township's ordinance governing subdivision and site plan approval.

SECTION 2.04. Payment of Township Costs. The Redeveloper agrees that it will reimburse the Township for all Township Costs, subject to the Township Costs Cap, in accordance with the terms hereof. The Redeveloper agrees that it will establish a non-interest bearing escrow account (the "**Escrow Account**"), having an initial balance of thirty thousand dollars (\$30,000). In the event that the balance in the Escrow Account drops below seven thousand five hundred dollars (\$7,500), the Redeveloper agrees that it will replenish the Escrow Account with such amount as is necessary to bring the balance therein back up to thirty thousand dollars (\$30,000). Funds in the Escrow Account will be applied to the payment or reimbursement of the Township Costs as provided in this Redevelopment Agreement, including costs that were incurred prior to the date hereof in accordance with the terms of this Section 2.04. At least ten (10) days prior to making any disbursement from the Escrow Account, written notice of the proposed disbursement shall be mailed to the Redeveloper, setting forth: (a) the amount of the disbursement; (b) the name of the person, company or entity designated to receive payment; and (c) a description, in reasonable detail, of the particular cost to be paid or reimbursed in accordance with this Redevelopment Agreement (including hours worked and billing rates). If the Redeveloper does not object to such disbursement within ten (10) days of receipt of such notice, the Redeveloper will be deemed to have acquiesced to the same. As of the Completion Date, as evidenced by the issuance of the

Certificate of Completion, or upon termination of this Redevelopment Agreement, except in the event of a termination caused by an Event of Default by the Redeveloper, any money remaining in the Escrow Account shall be disbursed to the Redeveloper within sixty (60) days after issuance of the Certificate of Completion or the termination of this Redevelopment Agreement and the terms of this Section 2.04 shall survive the issuance of the Certificate of Completion or termination of this Redevelopment Agreement for such sixty (60) day period. The Parties make reference to the Interim Costs Agreement between them dated December 19, 2017 (the “**Interim Costs Agreement**”), which established an escrow account to pay Township Costs prior to the date of this Agreement. To the extent there is any balance in that escrow account as of the date hereof, such balance shall be transferred to the Escrow Account and shall be credited against the initial required balance set forth above. To the extent there is a deficiency in that escrow account to pay for such costs incurred prior to the date of this Agreement that are required to be paid in accordance with the terms of the Interim Cost Agreement, then such costs shall be paid from the funds in the Escrow Account in accordance with the terms hereof. The Interim Costs Agreement is hereby terminated and superseded by this Agreement. Notwithstanding anything to the contrary contained herein, if the Township retains a different professional or consultant in the place of any professional originally responsible for any aspect of the project, the Township shall be responsible for all time and expenses of the new professional to become familiar with the project and the Township shall not bill Redeveloper or charge the escrow account for any such services.

SECTION 2.05. Governmental Approval Fees. The Redeveloper will pay all reasonable and customary fees for permits required by any Governmental Authority for the construction and development of the Project. The Redeveloper shall pay all other reasonable and customary permit fees, which include any permit fees payable by the Township or Redeveloper to all required Governmental Authorities other than the Township, or for which the Township is required to reimburse other Governmental Authorities or is required to pay other third party contractors retained by or on behalf of the Township to perform services that the Township would otherwise be required to perform itself.

SECTION 2.06. Application for Tax Exemption; Urban Renewal Entity. The Redeveloper may create an Urban Renewal Entity(ies) and submit an application(s) for tax exemption in accordance with the Long Term Tax Exemption Law and the terms of one or more Financial Agreement(s), which shall provide, *inter alia*, that the Urban Renewal Entity(ies) shall construct the Project and shall make annual payments to the Township in lieu of taxes in an amount(s) set forth in the Financial Agreement(s). The Redeveloper shall have the right to terminate this Agreement upon written notice to the Township if the Township and the Urban Renewal Entity(ies) have not duly executed and delivered to each other the Financial Agreement(s) within one hundred and twenty (120) days after the Effective Date. If this Agreement is terminated pursuant to the terms of this Section 2.06 then, except as expressly set forth herein to the contrary and upon full payment of all Township Costs accruing through the date of such termination, this Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

[END OF ARTICLE II]

ARTICLE III CONSTRUCTION OF PROJECT

SECTION 3.01. Construction of Project. The Redeveloper will construct or cause to be constructed the Project in substantial accordance with the Project Schedule, the Affordable Housing Plan, the Redevelopment Plan, the Governmental Approvals, this Redevelopment Agreement and all Applicable Law. The Redeveloper will design, permit and construct the Project Improvements, at the Redeveloper's cost and expense, unless such costs are the subject of a separate cost-sharing arrangement with a third party, or if the cost thereof should be shared by another developer benefitting from any such Project Improvements.

SECTION 3.02. Utilities.

(a) The Redeveloper acknowledges that providers of Utilities may have certain rights with respect to the Project Area and may own certain facilities located therein. The Redeveloper agrees that it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these Utilities and improvements and easements therefore, in order to complete construction of the Project, as provided by this Redevelopment Agreement. To the extent reasonably requested by the Redeveloper, the Township shall cooperate in facilitating the installation and/or relocation of any such affected Utilities.

(b) The Redeveloper agrees that, as part of its obligation to make sewer service available to the Property, it will, at its cost, also install a sewer trunk line along the length of Diverty Road, from its intersection with Reed Road to its intersection with Route 31 South with a connection to the sewer service provided for the Project. At the Redeveloper's reasonable discretion, based on field conditions and engineering requirements for the Property and Utilities, the sewer trunk line may be a force main or a gravity line, and may be located in the road bed or within the right-of-way. If the sewer trunk line is located in the road bed, the Parties agree to work cooperatively to minimize the road repair work such that, to the maximum extent possible, the road repair is limited to the width of the trench for the sewer trunk line. The purpose of the sewer trunk line is to enable residents along Diverty Road to hook up to said trunk line and access sewer service. The sewer trunk line in Diverty Road shall provide connection stubs for each residential property along the trunk line within the roadway right-of-way. Each resident desiring to connection to the sewer trunk line shall do so at their sole cost and expense. Said cost and expense shall include but not be limited to: connection fees, reservation fees, per gallon fees, ongoing sewer usage charges, costs associated with dismantling any existing septic or other sewer service, costs associated with compliance with any Utility rules and regulations as to sewer usage, and costs for the actual connecting sewer line and other fixtures (e.g., conduit, check valve, grinder pump, etc.) from the stub provided by the Redeveloper to the subject residence.

SECTION 3.03. Nondiscrimination During Construction; Equal Opportunity. The Redeveloper for itself and its successors and assigns agrees that in the construction of the Project:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender to the extent required by applicable law. The Redeveloper will ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, creed; national origin, ancestry, physical handicap, age, marital status, or gender. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, ancestry, physical handicap age, marital status, affectional preference or gender.

SECTION 3.04. Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto, or of any Holder, purchaser, tenant or other party having an interest in the Project Area, the other party shall issue a signed certificate (“**Estoppel Certificate**”) stating that (i) this Redevelopment Agreement is in full force and effect, (ii) there is no Default or breach under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice would result in a Default or breach under this Redevelopment Agreement), or stating the nature of the Default or breach or event, if any, and (iii) any other matter reasonably requested. In the event the Estoppel Certificate discloses such a Default, breach or event, it shall also state the manner in which such Default, breach and/or event may be cured. No more than four (4) Estoppel Certificates may be requested per year.

SECTION 3.05. Affordable Housing Obligation.

(a) Redeveloper understands that construction of the Project will result in an affordable housing obligation under applicable affordable housing regulations. Redeveloper shall construct, or cause to be constructed, at least seventy-eight (78) Affordable Units as part of the Redevelopment Project as further described herein, in conformity with the Affordable Housing Plan, the applicable affordable housing regulations, UHAC and all other Applicable Laws. The Parties acknowledge that the Concept Plan is subject to change as to layout, design and home type based on field conditions, Applicable Law, financing, easement requirements, Governmental Approvals and market conditions; provided, however, that in all events the Project will comply with the Redevelopment Plan (subject to minor deviations as may be necessary).

(b) Redeveloper understands that pursuant to the provisions of Township Ordinance #17-1670, Redeveloper may be required to construct an additional 30 non-age restricted rentals, affordable to very low, low and moderate income households on the Project Area (the “**Conditional Affordable Units**”), in the event deemed necessary, in accordance with the settlement of the Action. Accordingly, the Concept Plan depicts such units in a building entitled “3 Story 30 Unit Affordable Housing Multi Family Building” (the “**Conditional Affordable Units Building**”). The Township shall provide Redeveloper with written notice (“**Conditional Units Notice**”) by no later than two (2) years after the later of (i) Effective Date, and (ii) the end of the Evaluation Period under the Purchase Agreement, whether the Conditional Affordable Units will be required as part of the Project. If the Township fails to provide the Conditional Units Notice by such date, the Conditional Affordable Units will not be required to be developed as part of the Project. In the event the Redeveloper is not required to construct the Conditional Affordable Units,

the Redeveloper shall construct the Project consistent with the Concept Plan, except that, in lieu of the Conditional Affordable Units Building, the Redeveloper will provide common area and/or green space.

(c) The requirement to construct the Affordable Units, and the Conditional Affordable Units, as applicable, and the construction thereof will be tracked on an ongoing basis as Governmental Approvals are obtained and construction of the Project is implemented. The Redeveloper shall have an obligation to deed restrict the Affordable Units, and the Conditional Affordable Units, as applicable, as very low, low or moderate income (including preference eligible veterans pursuant to the Veterans Preference Act) affordable units for a period of forty (40) years (the “**Deed-Restriction Period**”). The deed restriction shall be provided to the Township for its review for compliance with the applicable affordable housing regulations, UHAC, and this Agreement prior to recordation. Redeveloper’s obligation includes, but is not limited to, the Redeveloper’s obligation to comply with bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction requirements, all as set forth in the Affordable Housing Plan, the affordable housing regulations, UHAC, and as further described herein.

(d) The Redeveloper shall have the right to contract with an experienced administrative agent (“**Affordable Housing Administrator**”) approved by the Township, which approval shall not be unreasonably withheld, conditioned or delayed, for the administration of the Affordable Units and, if applicable, the Conditional Affordable Units. The designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit. The Affordable Housing Administrator shall work with the Township regarding any affordable housing monitoring and certification requirements imposed by Applicable Law, and will provide, within thirty (30) days of written request from the Township, detailed information to the Township concerning Redeveloper’s compliance with UHAC and other Applicable Law.

SECTION 3.06. Applications for Governmental Approvals. (a) The Redeveloper (at its sole cost and expense) shall apply for and obtain all Governmental Approvals necessary to construct and use the Project. The Redeveloper shall provide the Township with a copy of each application for Governmental Approvals at such time as such applications are submitted.

The Redeveloper shall provide the Township with a copy of each Governmental Approval received by the Redeveloper with respect to the Project.

(b) To the extent reasonably requested by the Redeveloper, and to the extent applicable, the Township shall provide assistance and support, including, if requested by Redeveloper, attendance at meetings and public hearings, to the Redeveloper in connection with any applications for any Governmental Approvals required to be obtained for or with respect to the Project.

(c) Redeveloper shall have a period of twenty-four months from the later of the following dates: (i) the favorable resolution of the Deer Valley Litigation, with any Appeal Period having expired, (ii) Redeveloper’s receipt of the Conditional Approvals Notice, and (iii) the Effective Date of this Agreement (“**Approvals Period**”) to obtain all Governmental Approvals,

on terms and conditions acceptable to Redeveloper in its sole discretion. The Approvals Period shall be subject to extension for Force Majeure events. If Redeveloper determines, in its reasonable discretion, that it will be unable to obtain all Governmental Approvals, on terms and conditions reasonably acceptable to Redeveloper prior to the end of the Approvals Period, then Redeveloper shall have the right to terminate this Agreement upon written notice to the Township. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Agreement is terminated pursuant to the terms of this Section 8.01(c), then, except as expressly set forth herein to the contrary, this Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

SECTION 3.07. Township Cooperation. To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a governmental entity or regulatory body having competent jurisdiction over the Project), the Township shall provide its cooperation, support and assistance to the Redeveloper in facilitating, endorsing and reasonably expediting: required Township and third-party governmental approvals; the designation of utility locations; the review of all plans; issuance of all permits; request for inspections; and the conduct of such inspections through the appropriate Township board, body or department, as applicable including, without limitation, providing timely endorsements on all water and sewer hook-up permit applications following site plan application, but in any event prior to site plan approval.

[END OF ARTICLE III]

ARTICLE IV PROJECT OVERSIGHT

SECTION 4.01. Progress Meetings. The Parties agree to attend and participate in progress meetings (“**Progress Meetings**”) as may be reasonably requested by either Party, to report on the status of the Project and to review the progress under the Project Schedule, provided, however, that the Township shall not request progress meetings more than one time per month. The Party requesting such a Progress Meeting shall give the other Party seven (7) days advance written notice of any such meetings. The Progress Meetings shall be held in the Township Municipal Building or such other location mutually designated by the Parties. Prior to the meeting, representatives of the Township may visit the Project Area to inspect the progress of the work on the Project, in accordance with Section 4.03.

The agenda for the Progress Meetings shall include, but not be limited to, (a) a status report with regard to Governmental Approval submissions and approvals, (b) financial commitments, (c) construction of the Project, and (d) compliance with the Redevelopment Plan. At the Progress Meetings, this information will be evaluated by the Township to determine compliance with the terms and conditions of this Redevelopment Agreement and the Project Schedule. The Township shall have the right at all reasonable times to inspect the construction contracts, financing commitments and agreements, books and records pertinent to the construction contracts, insurance policies, and such other agreements of the Redeveloper which are pertinent to the purposes of this Redevelopment Agreement and to the Progress Meetings in order to ensure completion of the Project in accordance with the Project Schedule, provided, however, Redeveloper shall have the right to withhold from the Township’s review, any materials that Redeveloper deems to be confidential and proprietary in nature.

SECTION 4.02. Progress Reports. The Redeveloper shall submit to the Township a detailed written progress report (“**Progress Report**”) upon the request of the Township, which request shall not be made more than one time per calendar quarter in any one year. Progress Reports shall include a general description of activities completed, the activities to be undertaken prior to the next quarterly Progress Report, the status of all Governmental Approvals, an explanation of each activity, if any, which is causing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed.

SECTION 4.03. Access to Project Area. The Township and its authorized representatives shall have the right, upon reasonable advance notice (not less than two (2) business days, except in the case of an emergency) to enter the Project Area in accordance with Applicable Law to inspect the Project and any and all work in progress for the purpose of furthering its interest in this Redevelopment Agreement. The Township and its representatives shall not interfere with Redeveloper’s activities and shall comply with all Redeveloper’s rules, regulations and safety requirements, including wearing hard hats and complying with all Occupational Safety and Health Administration procedures and requirements. In no event shall the Township’s inspection of the Project (or any construction activities related thereto) be deemed acceptance of the work or be deemed to waive any right the Township has under this Redevelopment Agreement. The Township acknowledges hereby that the Project Area will be an active construction site and that

the Redeveloper shall not be liable or responsible to the Township, its employees or agents for injury to person or property sustained in connection with any such inspection, except to the extent that the Redeveloper willfully or negligently violates its standard of due care owed to invitees, provided that such invitees comply with the rules, regulations and safety requirements referenced above in this Section 4.03.

[END OF ARTICLE IV]

ARTICLE V
INTENTIONALLY OMITTED

[END OF ARTICLE V]

ARTICLE VI

REPRESENTATIONS AND WARRANTIES; REDEVELOPER COVENANTS

SECTION 6.01. Representations and Warranties by the Redeveloper. The Redeveloper hereby represents and warrants the following to the Township for the purpose of inducing the Township to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Redeveloper is, or will be prior to the execution of the Financial Agreement, a duly formed urban renewal entity organized under the laws of the state of New Jersey, is in good standing under the laws of the State of New Jersey, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Redevelopment Agreement.

(b) The Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(c) This Redevelopment Agreement has been duly authorized, executed and delivered by the Redeveloper; and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery thereof shall not constitute a Default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

(d) No receiver, liquidator, custodian or trustee of the Redeveloper has been appointed as of the Effective Date, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed as of the Effective Date.

(e) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed as of the Effective Date.

(f) No indictment has been returned against any partner of the Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement or otherwise.

(g) There are no suits, other proceedings or investigations pending or, to the best of the Redeveloper's knowledge, threatened against the Redeveloper that would have a material adverse effect on the financial condition of the Redeveloper.

(h) All materials and documentation submitted by the Redeveloper and its agents to the Township and its agents were, to the best of Redeveloper's knowledge without inquiry, at the time of such submission, and as of the Effective Date, materially accurate, and the Redeveloper shall continue to inform the Township of any material and adverse changes in the documentation submitted. The Redeveloper acknowledges that the facts and representations contained in the

information submitted by the Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement.

(i) Subject to obtaining financing, the Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project.

(j) The cost and financing of the Project is the responsibility of the Redeveloper. The Township shall not be responsible for any cost whatsoever in respect to same except as may otherwise be provided for under the Redevelopment Area Bond Financing Law in a Financial Agreement or amendment hereto.

If reasonably requested by the Township, the Redeveloper shall, from time to time, reaffirm the representations and warranties set forth in this Section 7.01.

SECTION 6.02. Representations and Warranties by the Township. The Township hereby represents and warrants the following to the Redeveloper for the purpose of inducing the Redeveloper to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Township has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(b) This Redevelopment Agreement has been duly authorized, executed and delivered by the Township and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a Default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

(c) There is no pending or, to the best of the Township's knowledge, threatened litigation that would in any way (i) contest or seek to invalidate the Redeveloper's ability to commence performance of its obligations under the Redevelopment Agreement, or (ii) prevent the Township from performing its duties and obligations hereunder with the exception of the Deer Valley Litigation.

(d) There are no suits, other proceedings or investigations pending or, to the best of the Township's knowledge, threatened against the Township that would have a material adverse effect on the Township's financial condition.

SECTION 6.03. Township Covenants. The Township covenants and agrees to seek a prompt resolution of the Deer Valley Litigation at the Township's cost and expense and to otherwise ensure that the Project Area is included within the Township's Affordable Housing Plan. In the event the Deer Valley Litigation is not favorably resolved within eighteen (18) months from the Effective Date, the Redeveloper shall have the right to terminate this Agreement by providing written notice to the Township. If this Agreement is terminated pursuant to the terms of this Section 6.03 then, except as expressly set forth herein to the contrary and upon full payment of all Township Costs accruing through the date of such termination, this Agreement (including, without

limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

SECTION 6.04. Redeveloper Covenants. Redeveloper covenants and agrees that, subject to the terms hereof, and except as explicitly provided herein (collectively, “**Redeveloper Covenants**”):

(a) The Redeveloper shall use diligent, commercially reasonable efforts to obtain all Government Approvals necessary for the construction and development of the Project. The Redeveloper shall construct, improve, operate and maintain the Project in compliance with the terms of this Agreement, the Governmental Approvals and Applicable Laws.

(b) The Redeveloper shall use commercially reasonable efforts to (i) obtain financing for the Project, (ii) construct and develop the Project with due diligence and (iii) commence and Complete each item in the Project Schedule on or prior to the applicable date set forth in the Project Schedule and, for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period. All activities performed under this Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by reputable developers of similar developments of the character, scope and composition of the Project.

(c) The Redeveloper shall construct the Project in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, and all other Applicable Laws and, in the event that the Redeveloper wishes to materially change or modify the Project in any material respect, notwithstanding the fact that such material change or modification is authorized by the Redevelopment Plan, the Township's written approval (which shall not be unreasonably withheld, conditioned or delayed) must be secured prior to proceeding with any activities relating to such proposed material modifications. The Redeveloper acknowledges that the Township has relied on the Project Schedule in entering into its obligations under this Redevelopment Agreement.

(d) The Redeveloper shall fulfill its material obligations under any and all agreements it enters into with third parties with respect to the acquisition, construction, leasing, financing and other matters relating to the Project; provided, however, that this covenant is not intended to prevent the Redeveloper from contesting the scope or nature of such obligations as and to the extent provided in such agreements.

(e) Subject to Force Majeure events, the Redeveloper shall Complete the Project on or prior to the date set forth in the Project Schedule at its sole cost and expense; provided, however, that the Parties acknowledge that moneys may be made available towards the Completion of same from other sources, which may include, inter alia, bonds issued under the Redevelopment Area Bond Financing Law.

(f) Upon completion of the development and construction of the Project, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(g) The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap,

age, marital status, affectional preference or gender in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any Person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project to the extent required by applicable law.

(h) The Redeveloper shall not restrict the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Project on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender of any person.

(i) The Redeveloper shall immediately notify the Township of any material change in its financial condition from the information provided to the Township by the Redeveloper indicating the Redeveloper's financial capability to develop, finance and construct the Project in furtherance of the Township's consideration in designating the Redeveloper as the redeveloper of the Project Area.

(j) The Redeveloper shall not use the Project Area, Project, or any part thereof, for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.

(k) The Redeveloper shall not use the Project Area, Project, or any part thereof for which a Certificate of Completion has not been issued, as collateral for an unrelated transaction.

SECTION 6.05. Declaration of Redeveloper Covenants and Restrictions. The Redeveloper shall execute and record as soon as practicable following its acquisition of title to the Project Area a declaration of project covenant in form of Exhibit D attached hereto (the "**Declaration**") imposing on the Project and the Project Area, the Redeveloper Covenants set forth in Section 6.04, and those other matters indicated in this Redevelopment Agreement to be included in the Declaration.

SECTION 6.06. Effect and Duration of the Redeveloper Covenants. It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth in Section 6.04 hereof and those elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration shall be covenants running with the land until the Project is Completed or any individual Unit or building is otherwise released upon the issuance of a Certificate of Occupancy and/or Certificate of Completion, and such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, be binding, to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to the Project, or any part thereof, the Redeveloper, its successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project, or any part thereof provided, however, that such covenants shall not be binding on any Mortgagee except in accordance with the terms of Article 11 hereof. Such agreements and covenants, however, shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively,

only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the Project Area, the buildings and structures thereon, or any part thereof.

SECTION 6.07. Enforcement of Redeveloper Covenants by the Township. In amplification, and not in restriction of the provisions of this Article VI, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. The Township shall have the right, in the event of any breach of any such agreement or covenant, to terminate this Agreement in accordance with the terms of Section 11.03 hereof. This Section is not intended to confer standing to sue on any party other than the Township. Upon the Completion of the Project (as evidenced by the Township's issuance of a Certificate of Completion) or the issuance of a Certificate of Occupancy with respect to any individual Unit or building, the conditions that were found and determined to exist at the time the Project Area was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect thereto.

[END OF ARTICLE VI]

ARTICLE VII

CERTIFICATES OF OCCUPANCY AND COMPLETION

SECTION 7.01. Certificate of Occupancy. The Township agrees that upon completion of any individual Unit or building, Redeveloper may submit any application for Certificate of Occupancy for individual Units and that the issuance of a Certificate of Occupancy for any Unit or building will not be delayed, suspended, conditioned or otherwise adversely impacted by the incomplete construction of any of other Project improvements or the fact that a Certificate of Completion has not been issued or applied for. As noted herein, the issuance of a Certificate of Occupancy for any completed Unit or building shall be conclusive determination that such Unit or building has been completed in accordance with the terms of this Agreement and Applicable Laws and that such Unit or building is released from all obligations, liabilities and covenants hereunder, as if a separate Certificate of Completion had been issued for such individual Unit or building.

SECTION 7.02. Certificate of Completion. The Township shall, within ten (10) days after Completion or Substantial Completion of the Project (or any individual Unit or building within the Project), and receipt of a written request from the Redeveloper, issue a Certificate of Completion. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction (in accordance with the terms of this Agreement, the Redevelopment Plan and Applicable Law) and termination of this Agreement, and of all of Redeveloper's agreements and covenants in this Agreement and shall discharge and release the lien of this Redevelopment Agreement and the Declaration from the Project Area or individual Unit, building or portion of the Project, as the case may be. If the Township determines that the Redeveloper is not entitled to a Certificate of Completion, the Township shall, at the written request of the Redeveloper, within ten (10) days of receipt of the written request, provide the Redeveloper with a written statement of the reasons the Township refused or failed to furnish a Certificate of Completion. Notwithstanding the foregoing, if the Project (or individual Unit, building or portion of the Project) is Substantially Complete, the Township will issue its Certificate of Completion upon the posting of a bond (or other reasonably satisfactory security) by the Redeveloper with the Township in an amount representing 110% of the value of the work not yet completed less the amount of any completion guaranty posted for such work in accordance with the Municipal Land Use Law.

[END OF ARTICLE VII]

ARTICLE VIII

TRANSFERS

SECTION 8.01. Prohibition Against Speculative Development. The Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of redevelopment of the Project Area and not for speculation in land holding.

SECTION 8.02. Prohibition Against Transfers. The Redeveloper recognizes the importance of the redevelopment to the general welfare of the community and the public assistance to be made available by law and by the Township on the conditions stated herein for the purpose of making such redevelopment possible. The Parties acknowledge and agree that a change in control of the Redeveloper is for practical purposes a transfer or disposition of the property interest then owned by the Redeveloper, and that, therefore, the qualifications and identity of the Redeveloper and its principals are of particular concern to the Township.

In light of the foregoing, except for Permitted Transfers, during the Term of this Redevelopment Agreement, the Redeveloper shall not, without the prior written consent of the Township, which shall not be unreasonably withheld conditioned or delayed: (a) effect or permit any change, directly or indirectly, in the control of the Redeveloper prior to the issuance of the final Certificate of Completion for the Project or any portion thereof, (b) assign or attempt to assign this Redevelopment Agreement or any rights herein, or (c) make any total or partial sale, transfer, or conveyance of the whole or any part of the Project Area or Project (individually and collectively, a "**Transfer**").

SECTION 8.03. Permitted Transfers. (a) The Redeveloper, without violating the provisions of Section 8.02 hereof, may affect the following Transfers, to which the Township hereby consents upon receipt of notice thereof, without the necessity of further action by the Township ("**Permitted Transfers**"):

(i) security for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Redevelopment Agreement with respect to completing the Project and any other purpose authorized by this Redevelopment Agreement;

(ii) the Declaration;

(iii) a mortgage or mortgages and other liens and encumbrances (but not including mechanic's liens) for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project;

(iv) utility and other development easements or easements required in connection with any Governmental Approval;

(v) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;

(vi) a lease, rental agreement, sale or other similar agreement with any end user of the Project or any Unit or portion thereof;

(vii) a transfer to an Affiliate of the Redeveloper or a transfer among partners of the Redeveloper and/or trustees for their benefit;

(viii) a Transfer pursuant to a foreclosure or deed in lieu of foreclosure, and any Transfer by any Holder or any Holder's successor and/or assigns after foreclosure.

(ix) a transfer for estate planning purposes.

SECTION 8.04. Notice of Permitted Transfers. With respect to any Permitted Transfers (except for a Permitted Transfer pursuant to Section 8.03 (ii), (iv), (v) or (vi)), the Redeveloper shall provide to the Township written notice at least twenty (20) prior to after such Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such transferee. The Redeveloper shall cause the transferee to execute such documentation as is reasonably requested by the Township in order to assure that the transferee has assumed all of the Redeveloper's obligations under this Redevelopment Agreement and the Declaration as to the Project (if the Redeveloper's right, title and interest in the Project is being transferred) or any portion thereof (if the Redeveloper's right, title and interest in a portion of the Project is being transferred).

SECTION 8.05. Transfers Void. In the absence of specific written consent by the Township, or a deemed approval in accordance with the terms hereof, no such sale, transfer, conveyance or assignment or approval thereof by the Township, shall be deemed to relieve the Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Article and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Article, the Township shall be entitled to the *ex parte* issuance of an injunction restraining such transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. Upon recording of the final Certificate of Completion, the provisions of the Declaration set forth in this Article as to the Project shall be deemed terminated, and the Declaration shall so state.

SECTION 8.06. Approval of Transfer. Notwithstanding anything to the contrary contained herein, including Section 8.05, with respect to any Transfer that requires the Township's consent pursuant to the terms of this Article 8, the Township shall not unreasonably withhold, condition or delay its consent to such Transfer. The Redeveloper shall have the right to transfer the obligation to develop the Affordable Units and/or Conditional Affordable Units to another developer. The Township shall notify the Redeveloper in writing whether the Township consents to a Transfer within thirty (30) days after Redeveloper's written request to the Township for such consent. The Township shall not withhold, condition or delay its consent to any Transfer to a transferee that has the capability to carry out the Project, or portion thereof, as applicable, and has the wherewithal to obtain financing for the Project, or such portion thereof as Redeveloper is requested being transferred.

[END OF ARTICLE VIII]

ARTICLE IX

INDEMNIFICATION; INSURANCE

SECTION 9.01. Redeveloper Indemnification.

(a) The Redeveloper covenants and agrees, at its expense, to indemnify, protect, defend and hold the Township Indemnified Parties harmless from and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses (including attorneys' fees and court costs) of every kind, character and nature resulting, wholly or partially, from the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, financing, leasing or sale of the Project, including but not limited to any lawsuit or proceeding relating to the death of any person or any accident, injury, loss, and damage whatsoever to any person or to the property of any person which shall occur on or adjacent to the Project Area and which results from any negligence or willful misconduct of Redeveloper, its agents, servants, employees, or contractors, but excluding damage, liability, costs and expenses to the extent that same may result from the negligence or willful misconduct of the Township, its employees, representatives or agents.

(b) The Redeveloper shall defend, indemnify and hold harmless the Township Indemnified Parties and its officers, agents, employees, contractors, and consultants from any claims, investigations, liability, loss, injury, damage, remediation costs, lawsuits, civil proceedings, fines, penalties, and expenses including reasonable attorney's fees and disbursements which result, wholly or partially, from (i) the performance or any failure or delay of performance by the Redeveloper of its obligations under the Redevelopment Agreement; or (ii) any bodily injury or property damage that may occur in the Project Area during the term of the Redevelopment Agreement; provided, however, that such indemnity shall not include the actions or inactions of third-parties (including the Township and the Township Indemnified Party) over whom the Redeveloper does not exercise control, as long as the Redeveloper maintains and enforces commercially reasonable security measures and commercial liability insurance to protect against such actions or inactions.

(c) In any situation in which a Township Indemnified Party is entitled to receive and desires indemnification by the Redeveloper, the Township Indemnified Party shall give prompt notice of such situation to the Redeveloper. Failure to give prompt notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the Township Indemnified Party, unless such failure to give prompt notice materially impairs the Redeveloper's ability to defend such party. Upon receipt of such notice, the Redeveloper shall resist and defend any action or proceeding on behalf of the Township Indemnified Party, including the employment of counsel reasonably acceptable to the Township Indemnified Party, the payment of all expenses and the right to negotiate and consent to settlement. All of the Township Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of such Township Indemnified Party. The Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Redeveloper or if there is a final judgment against the Township Indemnified Party in any such action, the Redeveloper agrees to indemnify and hold harmless the Township Indemnified Party from and against any loss or liability by reason of such

settlement or judgment for which the Township Indemnified Party is entitled to indemnification hereunder. The Redeveloper shall have the right to settle any such action on terms it deems appropriate provided that a full release of the Township Indemnified Party is obtained and no admission of liability by the Township Indemnified Party is required. In the event the Township refuses to provide a release of such action, and a final judgment is rendered against the Redeveloper, the Township shall be responsible for the Redeveloper's counsel fees and costs incurred subsequent to the Township's refusal to release the action and for that amount of the judgment which is in excess of the sum for which the Redeveloper would have otherwise settled the action.

SECTION 9.02. Insurance Required. (a) Prior to the commencement of construction of the Project, the Redeveloper shall furnish or shall cause to be furnished (by Redeveloper's contractors or subcontractors, as applicable) to the Township, certificates of insurance evidencing policies of commercial general liability insurance, Builder's Risk insurance, workers' compensation insurance, and any other similar insurance, with limits consistent with other projects similar in scope to the Project.

(b) All insurance policies required by this section shall be obtained from insurance companies licensed in the State and rated at least A VII in Best's Insurance Guide or such lesser rated provider that is proposed by the Redeveloper and is reasonably acceptable to the Township. All insurance policies required hereunder shall be kept in force until a Certificate of Completion or Certificate of Occupancy with respect to any individual Unit, building or portion of the Project is issued.

(c) The Redeveloper's obligation to maintain insurance in this Section 9.02 shall terminate upon issuance of a Certificate of Completion with respect to the Project.

[END OF ARTICLE IX]

ARTICLE X
MORTGAGE FINANCING; NOTICE OF DEFAULT
TO MORTGAGEE; RIGHT TO CURE

SECTION 10.01. Mortgage Financing. (a) Neither the Redeveloper nor any successor in interest to the Project, or any part thereof, shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project, whether by express agreement or operation of law, or suffer any encumbrance or lien (other than liens for governmental impositions) to be made or attach to the Project, in excess of ninety (90%) percent of Project Costs, except as may be approved by the Township (which approval shall not be unreasonably withheld) for the purpose of obtaining funds in connection with the construction of the Project; provided, however, that upon the issuance of a Certificate of Completion for the Project, or any portion thereof, such prohibition shall no longer apply with respect to the corresponding parcel of land and improvements. The Redeveloper, or its successor in interest, shall notify the Township in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project, or any part thereof (the mortgagee thereunder, a “**Holder**”) and, in any event, the Redeveloper shall promptly notify the Township of any encumbrance or lien (other than liens for governmental impositions) that has been created on or attached to any portion of the Project, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same.

(b) In the event that the Redeveloper is unable to obtain financing for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that financing for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, then Redeveloper shall have the right to terminate this Agreement upon written notice to the Township.

(c) If this Agreement is terminated pursuant to the terms of this Section 10.01 then, except as expressly set forth herein to the contrary and upon full payment of all Township Costs accruing until the date of such termination, this Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

SECTION 10.02. Notice of Default to the Redeveloper and Right to Cure. Whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each Holder a copy of such notice or demand; provided that the Redeveloper has delivered to the Township a written notice of the name and address of such Holder. Each such Holder shall (insofar as the rights of the Township are concerned) have the right at its option within ninety (90) days after the receipt of such notice (and the expiration of all applicable cure periods), to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Township shall not seek to enforce any of its remedies under this Agreement during the period in which any such Holder is proceeding diligently and in good faith to cure a Redeveloper Event of Default. If possession of the Project Area is necessary to cure any default or breach, any Holder

will be allowed to complete any proceedings required to obtain possession of the Project Area, providing such Holder is proceeding diligently to so obtain possession.

SECTION 10.03. No Guarantee of Construction or Completion by Holder. (a)

A Holder shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project, or to guarantee such construction or completion; nor shall any covenant or any other provisions be construed so to obligate a Holder. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made) without the Holder or Affiliate of Holder first having expressly assumed the Redeveloper's obligations to the Township with respect to the Project by written agreement reasonably satisfactory to the Township.

(b) If a Holder forecloses its mortgage secured by the Project, or takes title (in its name or the name of an Affiliate) to the Project by deed-in-lieu of foreclosure or similar transaction (collectively a "**Foreclosure**"), the Holder or its Affiliate shall have the option to either (i) sell the Project, as applicable, to a responsible Person reasonably acceptable to the Township, which Person shall assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) itself, or its affiliate, assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Redevelopment Agreement, the Township shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Township pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. The Holder, or the entity assuming the obligations of the Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Project in accordance with the terms of this Redevelopment Agreement, but subject to reasonable extensions of the Project Schedule, and shall submit evidence reasonably satisfactory to the Township that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder, or other entity assuming such obligations of the Redeveloper, properly completing the Project shall be entitled, upon written request made to the Township, to Certificates of Completion. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other entity assuming such obligations of the Redeveloper, to devote the Project Area, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Holder or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Project Area or Project in accordance herewith.

[END OF ARTICLE X]

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

SECTION 11.01. Events of Default. Any one or more of the following shall constitute an event of default hereunder (“**Event of Default**”), subject to the occurrence of an event of Force Majeure (with none of the following to be construed as a limitation on any other):

(a) Failure of the Redeveloper or the Township to observe and perform any covenant, condition or agreement under this Redevelopment Agreement, and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the failure is one which cannot be remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstated and in effect for any period of ninety (90) consecutive days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper shall materially default in or violate its obligations with respect to the design, development and/or construction of the Project in accordance with this Redevelopment Agreement (including, but not limited to, the Project Schedule) and any Governmental Approval, or shall abandon or substantially suspend construction work (unless such suspension arises out of an event of Force Majeure), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after written demand by the Township to do so; provided however, that if the default or violation is one which cannot be completely remedied within the ninety (90) days after such written notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding with due diligence to remedy the same as soon as practicable, but in no event later than one hundred twenty (120) days after such written notice.

(d) The Redeveloper or its successor in interest (except for third parties to which a portion of the Project has been conveyed in the ordinary course of business) shall fail to pay any real estate taxes or assessments on any real property or any part thereof owned by it in the Township when due, or shall place thereon any encumbrance or lien unauthorized by this Redevelopment Agreement, or shall suffer any levy or attachment to be made, or any materialman's, mechanics' or construction lien, or any other unauthorized encumbrance or lien to attach and such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed, discharged, bonded, or provision satisfactory to the Township made for such payment, removal, or discharge, within sixty (60) days after written demand by the Township to do so. Notwithstanding the foregoing, Redeveloper shall have the right to contest in good faith any mechanics or other liens or encumbrances.

(e) There is, in violation of this Redevelopment Agreement, any Transfer.

SECTION 11.02. Force Majeure. Performance by either party hereunder shall not be deemed to be in default, Default or Event of Default where delays or failure to perform are the result of events or conditions beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Redevelopment Agreement, including, without limitation, the following (a "Force Majeure"):

(a) An act of God, lightning, blizzards, hurricane, tornado, earthquake, acts of public enemy, war (whether or not declared), terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, but not including reasonably anticipated weather conditions for the geographic area of the Project Area, other than those set forth above (such events being required to physically affect a Party's ability to fulfill its obligations hereunder; and the consequential effect of such events (e.g., impact on market conditions) shall not be considered a Force Majeure event);

(b) A landslide, fire, explosion, flood, release of nuclear radiation, damage to or theft of any part of the Improvements, or any casualty not created by the willful misconduct or grossly negligent act or omission of the party claiming Force Majeure;

(c) The order, judgment, action or inaction and/or determination of any Governmental Authority (other than the Township when acting in conformance with this Redevelopment Agreement) excepting decisions interpreting federal, State and local tax laws generally applicable to all similar taxpayers; provided, however, that such order, judgment, action or inaction and/or determination shall not be the result of the willful misconduct or grossly negligent action or inaction of the Party relying thereon. Neither the contesting of any such order, judgments, action or inaction and/or determination, in good faith, nor the reasonable failure to so contest, nor any appeal of a denial of an approval, nor an appeal of an approval by a third party shall constitute or be construed as willful misconduct or grossly negligent action or inaction by such Party;

(d) The suspension, termination, interruption, denial, or failure of or delay in renewal or issuance of any Governmental Approval (including due to any appeal), provided, however, that such suspension, termination, interruption, denial, or failure of or delay in renewal or issuance shall not be the result of the willful misconduct or grossly negligent action or inaction of the Party relying thereon. Neither the contesting of any such suspension, termination, interruption, denial

or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as willful misconduct or grossly negligent action or inaction by such Party. Delay in issuance of a Governmental Approval resulting from the Redeveloper's failure to make an administratively complete submission for a Governmental Approval in accordance with Applicable Law shall not be an event of Force Majeure; or

(e) An inability to procure goods or services for any reason not caused by the willful misconduct or grossly negligent act or omission of the party claiming Force Majeure, including, without limitation, the limited manufacturing capacity of any suppliers; a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market; failure of transportation, strikes, lockouts, slowdowns or similar labor action by trade unions or any of their members, equipment manufacturers, suppliers of material and/or transporters of same; or any other economic condition that may adversely affect the Project, the Project Area or the real estate markets; or

(f) Acts or omissions of the other Party, except in conformance with this Redevelopment Agreement or Applicable Law, or as to the Redeveloper, acts or omissions of the Township; or

(g) The existence of adverse market conditions resulting in a lending crisis which makes it unreasonably difficult to secure favorable financing terms; or

(h) The initiation of any condemnation proceeding or or other legal proceeding (including the Deer Valley Litigation) affecting the Property or the development of the Project.

(i) The initiation of any utility or other building moratorium that affects the ability to construct or complete any portion of the Project.

(j) The appeal or filing of any litigation or action challenging any Governmental Approval or Applicable Law.

Any event of Force Majeure affecting any counterparty to an agreement with either or both of the Parties hereto shall be considered an event of Force Majeure hereunder. Notice by the Party claiming such extension shall be sent to the other Party within thirty (30) calendar days of the commencement of the cause. During any Force Majeure event that affects part of the Project, to the extent reasonably practicable, the Redeveloper shall continue to perform its obligations for the rest of the Project. The existence of an event of Force Majeure shall not prevent a Party from declaring the occurrence of an Event of Default by the Party relying on such Force Majeure event; provided that the event that is the basis of the Event of Default is not a result of the Force Majeure event. Except for an event or events of Force Majeure resulting from acts or omissions of the Township, any event or events of Force Majeure will be deemed to have ceased to exist as of a date twenty four (24) months from its initial occurrence.

SECTION 11.03. Remedies Upon Events of Default by the Redeveloper. If an Event of Default by the Redeveloper occurs, the Township shall have as its sole and exclusive remedy under this Agreement, the right, in its sole and absolute discretion, upon sixty (60) days' notice to

the Redeveloper and any Holder, to terminate this Redevelopment Agreement and the Redeveloper's designation as the Redeveloper of the Project.

In the event that this Redevelopment Agreement is terminated by the Township pursuant to this Section 11.03, the Township shall terminate the Redeveloper's designation as the Redeveloper of the Project Area.

SECTION 11.04. Remedies Upon Events of Default by the Township. In the event that an Event of Default by the Township occurs, then the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Township, as applicable, under this Redevelopment Agreement, including an action for specific performance and/or damages. Further, but subject to any cure provisions afforded the Township hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, upon sixty (60) days' notice to the Township, to terminate this Redevelopment Agreement.

SECTION 11.05. Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

SECTION 11.06. Remedies Cumulative. No remedy in favor of Redeveloper conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by Redeveloper shall not constitute a waiver of the right to pursue other available remedies.

SECTION 11.07. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Redevelopment Agreement unless this Redevelopment Agreement is terminated as a result of such Event of Default, as and to the extent permitted hereunder.

SECTION 11.08. Mitigation. The Parties shall act reasonably to mitigate any damages that may be incurred as a result of an Event of Default hereunder; provided, however, that the costs of any mitigation efforts shall be at the sole cost of the defaulting Party.

[END OF ARTICLE XI]

ARTICLE XII
MISCELLANEOUS

SECTION 12.01. Notices. Formal notices, demands and communications between the Township and the Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the Township:

Township of Hopewell
201 Washington Crossing Pennington Road
Titusville, New Jersey 08560
Attention: Business Administrator
Phone: (609)
E-mail:

With a copy to:

Linda Galella, Esq.
Parker McCay, P.A.
9000 Midlantic Drive
Mount Laurel, New Jersey 08054
Phone: (856) 985-4052
E-mail: lgalella@parkermccay.com

and

Kevin McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068
Phone: (973) 622-4869
E-mail: kmcmanimon@msbnj.com

If to the Redeveloper:

Robert Calabro, Vice President
U.S. Home Corporation d/b/a Lennar

2465 Kuser Road
Hamilton, New Jersey 08690
Email: robert.calabro@lennar.com

With copies to:

Mark Sustana, Corporate Counsel
Lennar Corporation
700 N.W. 107th Avenue
Miami, Florida 33172
Email: mark.sustana@lennar.com

and

Deirdre E. Moore, Esq.
Fox Rothschild, LLP
49 Market Street
Morristown, New Jersey 07960
Email: dmoore@foxrothschild.com

SECTION 12.02. Non-Liability of Officials and Employees of the Township. No member, official or employee of the Township shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

SECTION 12.03. Non-Liability of Officials and Employee of Redeveloper. No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or their successors, on any obligation under the terms of this Redevelopment Agreement.

SECTION 12.04. No Brokerage Commissions. The Township and the Redeveloper each represent one to the other that no real estate broker initiated, assisted, negotiated or consummated this Redevelopment Agreement as broker, agent, or otherwise acting on behalf of either the Township or the Redeveloper, and the Township and the Redeveloper shall indemnify each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying party.

SECTION 12.05. Provisions Not Merged With Deeds. To the extent that the provisions of this Redevelopment Agreement are intended to bind the Redeveloper's assigns and successors, its provisions shall not be merged by reason of any deeds transferring title to any portion of the Project Area from the Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Redevelopment Agreement.

SECTION 12.06. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

SECTION 12.07. Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 12.08. Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 12.09. Modification of Redevelopment Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

SECTION 12.10. Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile) and when each party has executed and delivered at least one counterpart, this Redevelopment Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

SECTION 12.11. Prior Agreements Superseded. This Redevelopment Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any prior agreement and all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

SECTION 12.12. Waivers and Amendments in Writing. All waivers of the provisions of this Redevelopment Agreement must be in writing and signed by the appropriate authorities of the Township and the Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of the Township and the Redeveloper.

SECTION 12.13. Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Redevelopment Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and have contributed to the final form of same.

SECTION 12.14. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the Applicable Laws of the State, and any disputes arising hereunder shall be resolved in the Superior Court, State of New Jersey, Mercer County Vicinage.

SECTION 12.15. No Third Party Beneficiaries. The Parties agree and acknowledge that the Township and Redeveloper are the two beneficiaries under this Agreement and that, other than same, this Agreement shall give rise to no other (i.e., third party) beneficiaries. It is not intended by any of the provisions of this Agreement to create any third party beneficiary hereunder, or to authorize anyone else not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof. This Agreement shall not be construed to create a contractual relationship of any kind between the Township and a subcontractor, or any other person or entity, except the Redevelopers.

[END OF ARTICLE XII]

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGE].**

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed, all as of the date first above written.

REDEVELOPER

**U.S. HOME CORPORATION d/b/a
LENNAR**

ATTEST:

By: _____
Name:
Title:

ATTEST:

TOWNSHIP OF HOPEWELL

By: _____

EXHIBIT A

PROJECT AREA METES AND BOUNDS

EXHIBIT B
CONCEPT PLAN

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION

Record and Return to:

CERTIFICATE OF COMPLETION

Pursuant to Section 7.02 of the Redevelopment Agreement by and between the Township of Hopewell (the “Township”) and U.S. Home Corporation d/b/a Lennar (the “Redeveloper”), dated as of [_____], 2018, (the “Redevelopment Agreement”), the undersigned, as of the date hereof, certifies that (all undefined terms used herein shall have the same meaning ascribed to them in the Redevelopment Agreement):

(i) the [Project/Building/Unit] in its entirety has been Completed as of [_____], in accordance with the Redevelopment Agreement and in compliance with Applicable Laws so that the [Project/Building/Unit] in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;

(ii) all permits, licenses and approvals that are required in order for the Redeveloper to Complete the [Project/Building/Unit] or such other work or action to which such term is applied are, to the extent so required, in full force and effect;

(iii) such Completion has been further evidenced by a written certificate of the Redeveloper and a certificate of the Redeveloper’s engineer evidencing completion of the [Project/Building/Unit], which certificates are attached hereto as **Exhibit 1:**

(iv) the [Project/Building/Unit] is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Laws; and

(v) a copy of any Certificate of Occupancy issued with respect to any portion or portions of the Project for which a Certificate of Occupancy is required is attached hereto as **Exhibit 2.**

The conditions determined to exist at the time the Redevelopment Area was determined to be an area in need of redevelopment no longer exist with respect to the Project Area or portion thereof to which this Certificate relates. The Project Area, or portion thereof to which this Certificate relates, shall no longer be subject to (i) any covenant running with the land covered by this Certificate of Completion for the benefit of the Township, and (ii) eminent domain for purposes of redevelopment as a result of those determinations.

The Declaration recorded in the office of the Mercer County clerk on [_____] in deed book [____], page [____] is hereby discharged of record and is void and of no further force and effect with respect to the Project Area or portion thereof to which this Certificate relates.

This certificate is given without prejudice to any rights against third parties which exist on the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Completion of [Project/Building/Unit] to be executed as of the [____] day of [_____].

WITNESS OR ATTEST:

TOWNSHIP OF HOPEWELL

By: _____

By: _____

Acknowledgment

STATE OF NEW JERSEY :

:SS

COUNTY OF MERCER :

On this [____] day of [_____] before me, personally appeared _____, the _____ of the Township of Hopewell, a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, who I am satisfied is the person who executed the foregoing instrument; and s/he acknowledged that s/he executed the foregoing instrument as the act of the corporation and that s/he was authorized to execute the foregoing instrument on behalf of the corporation.

Exhibit 1

REDEVELOPER'S CERTIFICATE

Pursuant to Section 7.02 of the Redevelopment Agreement by and between the Township of Hopewell (the "Township"), and U.S. Home Corporation d/b/a Lennar (the "Redeveloper"), dated as of [_____, 20__], (the "Redevelopment Agreement"), the Redeveloper certifies as follows to the best of its knowledge information and belief (capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Redevelopment Agreement):

(i) the [Project in its entirety/Building/Unit] has been completed as of [_____, 20__], in accordance with the Township of Hopewell building and construction code, the Redevelopment Agreement, the Redevelopment Plan and in compliance with Applicable Laws so that the [Project in its entirety may/Building/Unit], in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;

(ii) all permits, licenses and approvals that are required in order for Redeveloper to Complete the [Project/Building/Unit] or such other work or action to which such term is applied are, to the extent so required, in full force and effect;

(iii) Redeveloper has performed or has caused to be performed all of its duties and obligations under the Redevelopment Agreement with respect to the [Project/Building/Unit];

(iv) attached hereto is a certificate of [_____, 20__], Redeveloper's engineer, evidencing completion and certification of the [Project/Building/Unit]; and

(v) the [Project/Building/Unit] is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Laws.

U.S. HOME CORPORATION D/B/A LENNAR

By: _____

Name:

Title:

Exhibit 2

CERTIFICATE OF OCCUPANCY

EXHIBIT D

FORM OF DECLARATION OF PROJECT COVENANTS

REDEVELOPMENT PROJECT COVENANT

Record and Return to:

Kevin P. McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

THIS REDEVELOPMENT PROJECT COVENANT (the "**Project Covenant**") is made this ____ day of _____, 2018, by U.S. Home Corporation d/b/a Lennar, a Delaware corporation, with offices located at 2465 Kuser Road, Hamilton, New Jersey 08690 (the "**Redeveloper**").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**") authorizes municipalities to designate certain parcels of land located therein as areas in need of redevelopment; and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the Township identified and designated the area consisting of Block 85, Lots 3, 4, 5.01, 7 and 24, as set forth on the tax maps of the Township, as an "area in need of redevelopment" (the "**Redevelopment Area**") and adopted a redevelopment plan for the Redevelopment Area, entitled the "Redevelopment Plan for Block 85, Lots 3, 4, 5.01, 7 and 24" (the "**Redevelopment Plan**"); and

WHEREAS, the Redeveloper is the contract-purchaser of the portion of the Redevelopment Area consisting of Block 85, Lot 3 (the "**Project Area**"), and is a developer with resources and experience suitable for the proposed redevelopment thereof; and

WHEREAS, Redeveloper proposes to redevelop the Project Area by constructing thereon a multi-family housing complex, including at least 78, and potentially an additional 30, non-age restricted rental units affordable to very low, low and moderate income households (collectively, the "**Project**"); and

WHEREAS, on _____, 2018, the Township and the Redeveloper executed a Redevelopment Agreement (the "**Redevelopment Agreement**") setting forth the terms and conditions under which the Redeveloper will construct the Project on the Redevelopment Area; and

WHEREAS, N.J.S.A. 40A:12A-9(a) of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that "...the owner shall construct only the uses established in the current redevelopment plan..."; and

WHEREAS, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Covenants and Restrictions and said Declaration be recorded in the Office of the County Clerk,

NOW, THEREFORE, the Redeveloper, intending to be legally bound hereby and to bind its successors and assigns, does promise, covenant and declare as follows:

The Redeveloper hereby declares and covenants that the Redevelopment Area shall be used only for the uses allowed under the Redevelopment Plan, and subject to and in accordance with the covenants and restrictions herein, which covenants and restrictions shall, subject to the terms hereof, run with the land and shall be binding upon the Redeveloper, and its successors and assigns and, to the extent applicable, to all future lessees and occupants of all or any portion of the Redevelopment Area including, without limitation, the rights or easements appurtenant thereto.

1. **Terms and Definitions.** Capitalized terms used but not defined herein shall be afforded the meanings provided in the Redevelopment Agreement.

2. **Applicable Laws.** The Redeveloper's development, construction, use, operation and maintenance of the Redevelopment Area and all improvements thereon and thereto, as provided in the Redevelopment Plan and the Redevelopment Agreement shall be undertaken and carried out in accordance with all Applicable Laws, including without limitation, the Redevelopment Plan, as it may be amended from time to time by the agreement of the Redeveloper and the Township.

3. **Redeveloper Covenants.**

3.1. The Redeveloper covenants and agrees as follows, provided, however that all such covenants and agreements shall be subject to the terms of the Redevelopment Agreement and that in case of a conflict between the Redevelopment Agreement and this Project Covenant, the terms of the Redevelopment Agreement shall control:

(a) The Redeveloper shall use diligent, commercially reasonable efforts to obtain all Government Approvals necessary for the construction and development of the Project. The Redeveloper shall construct, improve, operate and maintain the Project in compliance with the terms of the Redevelopment Agreement, the Governmental Approvals and all Applicable Law.

(b) The Redeveloper shall use commercially reasonable efforts to (i) obtain financing for the Project, (ii) construct and develop the Project with due diligence and (iii) commence and Complete each item in the Project Schedule on or prior to the applicable date set forth in the Project Schedule and, for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period. All activities performed under the Redevelopment Agreement shall be performed in accordance with the level of skill and care

ordinarily exercised by reputable developers of similar developments of the character, scope and composition of the Project.

(c) The Redeveloper shall construct the Project in accordance with the Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, and all other Applicable Law and, in the event that the Redeveloper wishes to materially change or modify the Project, in any material respect, notwithstanding the fact that such material change or modification is authorized by the Redevelopment Plan, the Township's written approval (which shall not be unreasonably withheld, conditioned or delayed) must be secured prior to proceeding with any activities relating to such proposed material modifications. The Redeveloper acknowledges that the Township has relied on the proposed Project Schedule in entering into its obligations under the Redevelopment Agreement.

(d) The Redeveloper shall fulfill its material obligations under any and all agreements it enters into with third parties with respect to the acquisition, construction, leasing, financing and other matters relating to the Project; provided, however, that this covenant is not intended to prevent the Redeveloper from contesting the scope or nature of such obligations as and to the extent provided in such agreements.

(e) Subject to Force Majeure events, the Redeveloper shall complete the Project on or prior to the date set forth in the Project Schedule at its sole cost and expense; provided, however, that the Parties acknowledge that moneys may be made available towards the completion of same from other sources, which may include, inter alia, bonds issued under the Redevelopment Area Bond Financing Law.

(f) Upon completion of the development and construction of the Project, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(g) The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any Person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project.

(h) The Redeveloper shall not restrict the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Project on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender of any person.

(i) The Redeveloper shall immediately notify the Township of any material change in its financial condition from the information provided to the Township by the Redeveloper indicating the Redeveloper's financial capability to develop, finance and construct the Project in furtherance of the Township's consideration in designating the Redeveloper as the redeveloper of the Redevelopment Area.

(j) The Redeveloper shall not use the Redevelopment Area, Project or any part thereof for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and the Redevelopment Agreement.

(k) The Redeveloper shall not use the Redevelopment Area, Project or any part thereof for which a Certificate of Completion has not been issued, as collateral for an unrelated transaction.

3.2. **Effect and Duration of the Redeveloper Covenants.** The covenants set forth in Section 3.1 hereof shall be covenants running with the land until the Project is Completed, all in accordance with the Redevelopment Agreement, and they shall, and except only as otherwise specifically provided in the Redevelopment Agreement, be binding to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to the Project, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein and any party in possession or occupancy of the Project; provided, however, that such covenants shall not be binding on any Mortgagee except in accordance with the terms of Article 10 of the Redevelopment Agreement. Such agreements and covenants, however, shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the Redevelopment Area, the buildings and structures thereon, or any part thereof.

3.3. **Enforcement of the Covenants.** The Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants contained in this Project Covenant, both for and in their own right, and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein, or in favor of which such agreements and covenants relate. The Township shall have the right, in the event of any breach of any such agreement or covenant, to terminate the Redevelopment Agreement in accordance with Section 11.03 thereof.

3.4 **Release of the Covenants.** Notwithstanding any provision in this Project Covenant that may be construed to the contrary, in accordance with the terms of the Redevelopment Agreement, the issuance of a Certificate of Occupancy for any Unit and/or building within the Project shall be conclusive determination that (i) such Unit and/or building has been completed in accordance with the terms of the Redevelopment Agreement and Applicable Laws, (ii) such Unit and/or building is automatically released from all obligations and liabilities under the Redevelopment Agreement, including the Project Covenants set forth herein; and (iii) this Project Covenant is automatically deemed discharged with respect to such Unit and/or building, as if a separate Certificate of Completion had been issued for such Unit and/or building, and without the need to file a separate discharge of Project Covenant with respect to any such Unit and/or building.

3.5. **Completion of Project.** Upon redevelopment of the Project Area and completion of the Project, the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist, the land and improvements thereon shall no longer be subject to eminent domain as a result and the conditions and requirements of *N.J.S.A. 40A:12A-9* shall be deemed to have been satisfied with respect to the Project or any applicable portion thereof. The covenants contained herein shall terminate and this Project Covenant will be discharged of record upon Redeveloper's receipt of a Certificate of Completion and termination of the Redevelopment Agreement pursuant to Section 7.02 thereof for the Project or any applicable portion thereof.

**U.S. HOME CORPORATION d/b/a
LENNAR,
as Redeveloper**

By: _____
Name: _____
Title: _____

STATE OF NEW JERSEY :
 : SS
COUNTY OF _____ :

Notary Public of New Jersey

EXHIBIT E

PROJECT SCHEDULE

REVISE TO CONFORM WITH REDEVELOPMENT AGREEMENT

1	The Township and the Redeveloper Execute and Deliver the Redevelopment Agreement	Effective Date
2	Redeveloper obtains all Governmental Approvals required for Commencement of Construction	Section 3.06(c)
3	Redeveloper closes on financing for Project	
4	Commencement of Construction	
5	Completion of Construction	

T H P H P
M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 2.c

Inclusionary Development Sites

CF Hopewell and CF Hopewell/Capital Health

HOPEWELL TOWNSHIP PLANNING BOARD

RESOLUTION NO. 18-6

**RESOLUTION RECOMMENDING ADOPTION OF AN ORDINANCE ADOPTING
A REDEVELOPMENT PLAN FOR BLOCK 91, LOTS 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95
AND 3.961 AND BLOCK 93, LOTS 3.01, 5.01, 5.02 AND 6.01,
KNOWN AS THE CF HOPEWELL AREA IN NEED OF REDEVELOPMENT,
IN ACCORDANCE WITH N.J.S.A. 40A:12A-7 AND AMENDING CHAPTER XVII,
“LAND USE AND DEVELOPMENT,” ARTICLE VII, “ZONING-GENERAL PROVISIONS,”
SECTION 17-138.b, “ZONING DISTRICTS” TO ADD SUB-PARAGRAPH 23 TO THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL**

WHEREAS, the Township Committee of the Township of Hopewell, at its January 8, 2018 meeting, has introduced an ordinance establishing a redevelopment plan for Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 and Block 93, Lots 3.01, 5.01, 5.02 and 6.01, known as the CF Hopewell Area in Need of Redevelopment, in accordance with N.J.S.A. 40A:12A-7 and Amending Chapter XVII “Land Use and Development,” Article VII, “Zoning-General Provisions,” Section 17-138b “Zoning Districts” to add sub-paragraph 23 to the Revised General Ordinances of the Township of Hopewell; and

WHEREAS, said proposed ordinance amends the OP zones to permit inclusionary residential development, which redevelopment plan provides for mixed use and inclusionary residential development including a continuing care retirement community; and

WHEREAS, pursuant to N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a, the Township Committee has referred the Ordinance to the Hopewell Township Planning Board to identify any provisions in the proposed Ordinance which are inconsistent with the Master Plan and make recommendations concerning the inconsistencies and any other matters as the Board deems appropriate; and

WHEREAS, at the Hopewell Township Planning Board’s special meeting on January 11, 2018, the Board reviewed the Ordinance as well as a consistency review of the Ordinance in a Memorandum dated January 9, 2018 prepared by Banisch Associates, Inc, presented by Francis Banisch of Banisch Associates, Inc; and

WHEREAS, the Planning Board, pursuant to law, has made the following findings of fact and conclusions:

1. The 2002 Master Plan includes the following identified objective under the heading “Land Use and Management:
 - To provide for a reasonable balance among various land uses that respects and reflects the interaction and synergy of community life.
2. The 2002 Master Plan also includes the following objectives under the heading “Housing”:
 - To provide for a variety of housing types which respond to the needs of households of varying size, age, and income, persons with disabilities and emerging demographic characteristics.

The procedure followed in developing the proposed ordinance combines public and private Procedures that result in an efficient use of land.

3. The Planning Board has compared the proposed ordinance to the Land Use Plan Element of the 2002 Master Plan and the 2011 Housing Plan Element and finds that the intent of the proposed ordinance advances the goal for a balanced land use plan that can meet the constitutional mandate to provide for the Township’s fair share of the regional need for affordable housing. Nonetheless, the specific proposal to construct a neighborhood of multi-family apartments within the OP zone is inconsistent with the nonresidential land uses programmed for this site in the Land Use Plan.
4. Notwithstanding this inconsistency, the Planning Board recommends that the Township Committee adopt the proposed ordinance, considering the following facts and reasons:
 - The proposed ordinance improves the balance of land uses sought in the Master Plan.
 - The proposed development contemplated by the proposed zoning standards should result in a compact building layout and design.
 - The housing and mixed uses will diversify the employment node at Scotch Road and improve its long term viability.
 - While the nonresidential zoning which the proposed ordinance amends is consistent with the Master Plan, the proposed rezoning will advance the goal of diversifying the housing stock and providing affordable housing to meet the constitutional obligation.
5. For all of the above reasons, the Planning Board finds that while the proposed ordinance is inconsistent with the Land Use Plan element of the Master Plan, the proposed ordinance strikes a reasonable balance among the many planning considerations affected by the ordinance, and

provides a reasonable planning option for the properties affected by the ordinance. Thus, the Planning Board recommends adoption of the ordinance.

WHEREAS, at the conclusion of the hearing, based on the foregoing findings and conclusions, the Board took action recommending to the Township Committee that the Ordinance be adopted;

NOW, THEREFORE, BE IT RESOLVED on this 11th day of January, 2018, by the Planning Board of the Township of Hopewell, County of Mercer, New Jersey, that the Planning Board has determined that although the ordinance is inconsistent with the nonresidential land uses programmed for this site in the Land Use Plan, this inconsistency is substantially outweighed by the Board's findings and conclusions hereinabove.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Planning Board recommends that the Ordinance, a copy of which is attached hereto as Exhibit A, be adopted by the Township Committee.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Planning Board hereby directs the Assistant Secretary to forward this Resolution to the Township Clerk for Township Committee consideration.

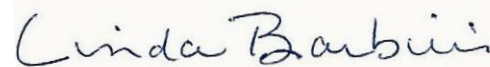
VOTE ON THE RESOLUTION – January 11, 2018

Yes - 8 No - 1 Absent - 2 Abstain - 0 Not Voting – 0

Belmont:	Yes	Murphy:	Yes
Clarke:	No	Parker:	Yes
Khare:	Absent	Swanson:	Yes
Kiss:	Absent	Peters-Manning:	Yes
Kuchinski:	Yes	Sandom:	Yes
McLaughlin:	Yes		

CERTIFICATION

I hereby CERTIFY that the foregoing is a true copy of a Resolution adopted by the Hopewell Township Planning Board at a duly advertised meeting held on January 11, 2018, at which a quorum was present.



Linda Barbieri
Assistant Secretary

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

RESOLUTION #18-34

**RESOLUTION RECOMMENDING ADOPTION OF A REDEVELOPMENT PLAN
FOR THE CF HOPEWELL AREA IN NEED OF REDEVELOPMENT FOR BLOCK
91, LOTS 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95, 3.961 AND BLOCK 93, LOT 3.01,
5.01, 5.02 AND 6.01 IN ACCORDANCE WITH N.J.S.A. 40A:12A-7 AND AMENDING
CHAPTER XVII, "LAND USE AND DEVELOPMENT," ARTICLE VIII, "ZONING-
GENERAL PROVISIONS," SECTION 17-138.b., "ZONING DISTRICTS" TO ADD
SUB-PARAGRAPH 23 TO THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF HOPEWELL**

WHEREAS, the Township Committee of the Township of Hopewell has prepared a "Redevelopment Plan for Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95, 3.961 and Block 93, Lot 3.01, 5.01, 5.02 and 6.01 Hopewell Township, Mercer County that creates a mixed use inclusionary housing zone that provides affordable housing and the plan is dated January 2018 (hereinafter the "Plan" or "Redevelopment Plan");

WHEREAS, with the exception of Lot 5.02, all of the above Blocks and Lots had been determined an area in need of redevelopment per Resolution 17-297. With the exception of Lot 5.02, all of the above Blocks and Lots were the subject of a Redevelopment Plan adopted by Ordinance #17-1669 and by Resolution 17-376 on November 27, 2017. However, it was determined that a redevelopment determination for additional Lot 5.02 would be beneficial for the redevelopment area which surrounds it.

WHEREAS, on November 13, 2017 by Resolution # 17-367, the Township Committee of the Township of Hopewell, County of Mercer, also directed the Planning Board to undertake a preliminary investigation as to whether Block 93, lot 5.02 also met the statutory criteria for declaring the land an area in need of redevelopment; and

WHEREAS, the Planning Board of the Township of Hopewell, County of Mercer conducted the preliminary investigation to determine if Block 93, Lots 5.02 met one or more of the criteria for such designation pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, the Planning Board, after the conclusion of a public hearing held on December 7, 2017, adopted Resolution No. 17-027 finding and concluding that Block 93, lot 5.02 also satisfies the criteria for redevelopment area designation set forth in N.J.S.A. 40A:12A-5c, 5d, 5e and 5h and recommending to the Township Committee that the study area was an area in need of redevelopment; and

WHEREAS, On December 11, 2017, the Township Committee favorably received the recommendation of the Planning Board and accepted the recommendation of the Planning Board that Block 93, lot 5.02 be declared an area in need of redevelopment pursuant to the New Jersey Redevelopment Law; and

WHEREAS, a Redevelopment Plan was prepared by Banish Associates, Inc., this redevelopment plan included all previously reviewed Blocks and Lots as well as Lot 5.02 and

WHEREAS, at its meeting on January 8, 2018, the Township Committee referred the Plan and Ordinance to the Hopewell Township Planning Board for its review and recommendation; and

WHEREAS, under N.J.S.A. 40A:12A-7e, the Plan must be referred to the Planning Board for identification of any provisions in the proposed Redevelopment Plan which are inconsistent with the Master Plan and recommendation concerning these inconsistencies and any other matters as the Board deems appropriate; and

WHEREAS, at its January 11, 2018 special meeting, the Hopewell Township Planning Board reviewed the Plan, the Memorandum dated January 9, 2018 prepared by Banish Associates, Inc and heard the testimony of Frances Banisch of Banisch Associates, Inc.; and

WHEREAS, the Planning Board compared the proposed ordinance to the Land Use Plan Element of the 2002 Master Plan and the 2011 Housing Plan Element and found that the intent of the proposed ordinance advances the goal for a balanced land use plan that can meet the constitutional mandate to provide for the Township's fair share of the regional need for affordable housing. Nonetheless, the Planning Board found that the specific proposal to construct a neighborhood of multi-family apartments within the OP zone is inconsistent with the nonresidential land uses programmed for this site in the Land Use Plan.

WHEREAS, Notwithstanding this inconsistency, in Planning Board Resolution No. 18-6, the Planning Board recommended that the Township Committee adopt the proposed ordinance and Redevelopment Plan.

WHEREAS, on January 29, 2018, the Hopewell Township Committee held a public hearing on the CF Hopewell Redevelopment Plan and Ordinance.

WHEREAS, the Hopewell Township Committee reviewed the Hopewell Township Planning Board Resolution No. 18-6 and all public comments;

WHEREAS, the Hopewell Township Committee found that the CF Hopewell Redevelopment Plan and Ordinance advances the following objectives:

- To provide for a reasonable balance among various land uses that respects and reflects the interaction and synergy of community life.
- To provide for a variety of housing types which respond to the needs of households of varying size, age, and income, persons with disabilities and emerging demographic characteristics.
- To promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.
- To provide a range of housing opportunities within the Township with densities and lot sizes that respond to the capabilities and limitations of natural systems and available infrastructure.
- The proposed rezoning results in an appropriate use of land which contributes to the general welfare of the community and state, and is an appropriate response to the mandate to provide affordable housing through municipal zoning.
- The proposed rezoning does not conflict with the development or general welfare of any neighboring municipality, the county or the state as a whole and it provides a reasonable development option to address local affordable housing goals.
- The proposed rezoning provides affordable housing through inclusionary development without the expenditure of public funds and results in the efficient use of the available public infrastructure while curtailing the extension of such infrastructure.
- The proposed rezoning provides zoning requirements and standards that produce the opportunity to utilize creative development techniques in order to produce good civic design and arrangements, which are subject to further Planning Board review during the development application process.
- The procedure followed in developing the proposed ordinance combines public and private procedures that result in an efficient use of land.
- The proposed ordinance improves the balance of land uses sought in the Master Plan.
- The proposed development contemplated by the proposed zoning standards should result in a compact building layout and design.
- The housing and mixed uses will diversify the employment node at Scotch Road and

improve its long term viability.

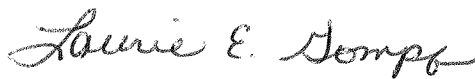
- With the nonresidential zoning which the proposed ordinance amends is consistent with the Master Plan, the proposed rezoning will advance the goal of diversifying the housing stock and providing affordable housing to meet the constitutional obligation.

NOW, THEREFORE, BE IT RESOLVED, that on this 29th day of January, 2018, that the Hopewell Township Committee, County of Mercer, State of New Jersey- hereby adopts the Ordinance and Redevelopment Plan for Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95, 3.961 and Block 93, Lot 3.01, 5.01, 5.02 and 6.01, dated January of 2018 and prepared by the Hopewell Township Committee with the assistance from Banish Associates, Inc. It is hereby adopted for all of the above reasons pursuant to N.J.S.A. 40:55D-62(a) and Willoughby v Planning Board of the Twp. Of Deptford, 326 N.J.Super.158, 165-66 (App. Div. 1999).

Date Adopted: January 29, 2018

CERTIFICATION

I, Laurie E Gompf, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 29th day of January, 2018, in the Municipal Building, Hopewell Township, New Jersey.



Laurie E. Gompf, RMC,
Municipal Clerk

**TOWNSHIP OF HOPEWELL,
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 18-1679

AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR BLOCK 91, LOTS 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 AND 3.961 AND BLOCK 93, LOTS 3.01, 5.01, 5.02 AND 6.01 , KNOWN AS THE CF HOPEWELL AREA IN NEED OF REDEVELOPMENT, IN ACCORDANCE WITH N.J.S.A. 40A:12A-7 AND AMENDING CHAPTER XVII, "LAND USE AND DEVELOPMENT," ARTICLE VIII, "ZONING-GENERAL PROVISIONS," SECTION 17-138.b, "ZONING DISTRICTS" TO ADD SUB-PARAGRAPH 23 TO THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL

WHEREAS, the Township Committee of the Township of Hopewell, County of Mercer, directed the Planning Board to undertake a preliminary investigation as to whether certain areas within the municipality met the statutory criteria for declaring the lands an area in need of redevelopment on May 8, 2017 as memorialized in Resolution No. 17-173; and

WHEREAS, the Planning Board of the Township of Hopewell, County of Mercer conducted the preliminary investigation to determine if Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 and Block 93, Lots 3.01, 5.01 and 6.01 the "CF Hopewell Area" met one or more of the criteria for such designation pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, the Planning Board, after the conclusion of a public hearing held on July 27, 2017, adopted Resolution No. 17-012 finding and concluding that the CF Hopewell Area satisfies the criteria for redevelopment area designation set forth in N.J.S.A. 40A: 12A-5c, 5d, 5e and 5h and recommending to the Township Committee that the study area was an area in need of redevelopment; and

WHEREAS, the Township Committee favorably received the recommendation of the Planning Board and accepted the recommendation of the Planning Board by Resolution No. 17-297; and

WHEREAS, Resolution No. 17-012 also authorized the preparation of a redevelopment plan for any portion or the entirety of the area in need of redevelopment; and

WHEREAS, on November 13, 2017 by Resolution # 17-367, the Township Committee of the Township of Hopewell, County of Mercer, also directed the Planning Board to undertake a preliminary investigation as to whether Block 93, lot 5.02 also met the statutory criteria for declaring the land an area in need of redevelopment; and

WHEREAS, the Planning Board of the Township of Hopewell, County of Mercer

conducted the preliminary investigation to determine if Block 93, Lots 5.02 met one or more of the criteria for such designation pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, the Planning Board, after the conclusion of a public hearing held on December 7, 2017, adopted Resolution No. 17-027 finding and concluding that Block 93, lot 5.02 also satisfies the criteria for redevelopment area designation set forth in N.J.S.A. 40A:12A-5c, 5d, 5e and 5h and recommending to the Township Committee that the study area was an area in need of redevelopment; and

WHEREAS, On December 11, 2017, the Township Committee favorably received the recommendation of the Planning Board and accepted the recommendation of the Planning Board that Block 93, lot 5.02 be declared an area in need of redevelopment pursuant to the New Jersey Redevelopment Law; and

WHEREAS, the Township Committee finds that the redevelopment plan adopted herein is designed to implement a comprehensive redevelopment strategy to overcome blighting conditions in the CF Hopewell Area and is intended to improve the quality of life of the residents, landowners, business owners and visitors thereto to the Township of Hopewell through new investment for business and job creation; and

WHEREAS, the Township Committee desires to adopt the Redevelopment Plan for Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 and Block 93, Lots 3.01, 5.01, 5.02 and 6.01 dated January of 2018, attached hereto and known as the CF Hopewell Redevelopment Plan which is designated as Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 and Block 93, Lots 3.01, 5.01, 5.02 and 6.01 on the tax assessment maps of the municipality.

NOW, THEREFORE BE IT ORDAINED, that the Township Committee of the Township of Hopewell adopts the following provisions:

Section 1. Adoption of the CF Hopewell Redevelopment Plan. The Township Committee hereby adopts the CF Hopewell Redevelopment Plan, dated January 2018, prepared by Francis J. Banisch AICP/PP, and hereby adopted by reference and incorporated into this ordinance as if sent forth at length.

Section 2. Establishment of the Redevelopment Ordinance Title. This ordinance may be known and cited as, "The CF Hopewell Redevelopment Ordinance of the Township of Hopewell, Mercer County, New Jersey".

Section 3. Purpose and Intent. The purpose and intent of this ordinance is to further the following goals and objectives.

- A. To return the property to productive use through the efforts of private capital and ownership.
- B. To provide appropriate development standards to guide and facilitate the redevelopment of the CF Hopewell Area in a manner consistent with the overall redevelopment goal;
- C. To encourage high quality architectural design and construction of new buildings within the redevelopment area;
- D. To utilize “green” building techniques and sustainable design features in both the site design and commercial building design consistent with the goals and objectives of the Hopewell Township Master Plan

Section 4. Redevelopment Authority. The Township Committee shall act as the “Redevelopment Authority” pursuant to N.J.S.A. 40A-12A-4.c for purposes of implementing the CF Hopewell Redevelopment Plan and carrying out redevelopment projects. In doing so, the Township Committee shall have all of the powers set forth in N.J.S.A. 40A:12A-8 to effectuate its duties and responsibilities in the execution and implementation of the redevelopment plan.

Section 5. Annual Reports. Pursuant to the requirements of N.J.S.A. 40A:12A-43, the municipality shall submit an annual report to the Commissioner of the Department of Community Affairs of the State of New Jersey indicating the name, location and size of all projects undertaken in the redevelopment area.

Section 6. Section 17-138.b of the Land Use and Development Ordinance of the Revised General Ordinances of the Township of Hopewell shall be amended to add paragraph 23, as follows:

- 23. The official zoning map of the Township of Hopewell was amended on January 29, 2018 [such date being the date of the final passage of this ordinance] to designate Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 and Block 93, Lots 3.01, 5.01 5.02 and 6.01 known as the CF Hopewell Redevelopment Area pursuant to N.J.S.A. 40A:12A-7.c.

Section 7. Continuation. In all other respects, the Code of the Township of Hopewell shall remain unchanged.

Section 8. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation

shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part there of directly involved in the controversy in which such judgment shall have been rendered.

Section 9. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Township of Hopewell, then the restriction which imposes the greater limitation shall be enforced.

Section 10. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 11. Enactment. This Ordinance shall take effect after final passage and publication in the manner prescribed by law.

Date Introduced: January 8, 2018
Date Advertised: January 12, 2018
Date Adopted: January 29, 2018



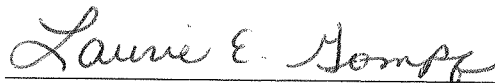
Kevin D. Kuchinski
Mayor

Attest:



Laurie E. Gompf
Municipal Clerk

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Hopewell Township Committee at a meeting held on the 29th day of January, 2018.



Laurie E. Gompf, RMC
Municipal Clerk

Redevelopment Plan

for

Block 91

Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961

and

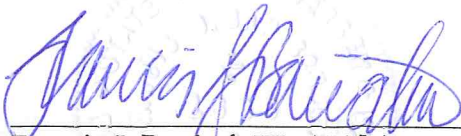
Block 93

Lots 3.01, 5.01, 5.02 and 6.01

Hopewell Township
Mercer County

January 2018

Prepared by:
Hopewell Township Committee
With Assistance from:
Banisch Associates, Inc.



Francis J. Banisch III, AICP/PP
License # 1686



Date

Table of Contents

1.	INTRODUCTION	1
1.1	BASIS FOR THE PLAN	1
1.2	REDEVELOPMENT PLANNING PROCESS	1
1.3	OVERVIEW OF REDEVELOPMENT AREA	3
1.4	OVERVIEW OF REDEVELOPMENT PLAN	3
2.	CONTEXT, VISION AND GOALS	4
2.1	CONTEXT	4
2.2	GOALS & OBJECTIVES	5
2.3	VISION.....	6
2.4	REDEVELOPMENT PLAN'S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN	6
3.	LAND USE AND BUILDING REQUIREMENTS	10
3.1	PERMITTED USES	11
3.2	BULK AND AREA REQUIREMENTS	11
3.3	VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS	13
3.4	OTHER REQUIREMENTS.....	14
3.5	VARIANCES AND INAPPLICABLE ORDINANCES	15
3.6	MUNICIPAL COOPERATION WITH UTILITIES	15
4.	REDEVELOPMENT ACTIONS.....	16
4.1	OUTLINE OF PROPOSED ACTIONS	16
4.2	PROPERTIES TO BE ACQUIRED	16
4.3	RELOCATION.....	16
4.4	ADMINISTRATIVE PROVISIONS	16
5.	PLAN CONSISTENCY REVIEW	16
5.1	RELATIONSHIP TO EWING TOWNSHIP MASTER PLAN	16
5.2	RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN.....	17
5.3	RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN.....	17
6.	GENERAL PROVISIONS.....	18
6.1	AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE	18
6.2	DEFINITIONS	18
6.3	VARIANCE REQUESTS	18
6.4	REQUESTS FOR DESIGN EXCEPTIONS.....	19
6.5	SITE PLAN AND SUBDIVISION REVIEW	19
6.6	AFFORDABLE HOUSING	20
6.7	ADVERSE INFLUENCES.....	21
6.8	NON-DISCRIMINATION PROVISIONS.....	21
6.9	DURATION OF THE PLAN	21
7.	OTHER PROVISIONS	21
7.1	STATEMENT ABOUT REDEVELOPMENT	21
7.2	PROCEDURE FOR AMENDING THE APPROVED PLAN	22
	APPENDIX A	23

1. INTRODUCTION

1.1 BASIS FOR THE PLAN

This Redevelopment Plan has been prepared pursuant to New Jersey's Local Redevelopment and Housing Law (LRHL) for Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 in Block 91 and Lots 3.01, 5.01, 5.02 and 6.01 in Block 93, referred to herein as the "Redevelopment Area" (see Figure 1 – Aerial Photo of Redevelopment Area).

Hopewell Township occupies the northwest corner of Mercer County. Regional highway access to the township is via I-95, which traverses the Township's southern boundary. The subject property is located in the southwestern portion of the Township just north of I-95. This redevelopment area straddles the east and west sides of Scotch Road and consists of approximately 350 acres. The Redevelopment Area includes property that has received prior General Development Plan approvals permitting a total of 3,800,000 square feet of Class A office. The present zoning of the redevelopment area is single-family detached homes and office park development.

The redevelopment area has been included as a compliance site in a settlement agreement with Fair Share Housing Center (FSHC) and is an integral part of the Township's plan to address its 1999 – 2025 housing obligation.

A settlement agreement with CF Hopewell CC&L, LLC (CF) provides for the development of this property with a phased, mixed use inclusionary community of not more than 2,200 homes, up to 100,000 square feet of retail and office space and a continuing care retirement community with up to 500 senior living units and/or assisted living beds. As an inclusionary development, the Redevelopment Area will include a 20% set aside of all residential units (up to 465 units) that will be affordable to very low, low and moderate income households. Of this total, at least 185 of the affordable units will be family rentals and at least 13% will be very low-income units. Age-restricted units are permitted with a township-wide cap of 25%.

Hopewell Township Committee Resolution No. 17-173, directed the Hopewell Township Planning Board to determine if the subject property qualified as a non-condemnation area in need of redevelopment. The Planning Board recommended that the site be determined an area in need of redevelopment, pursuant to a July 2017 Preliminary Investigation Report and the Township Committee concurred (Resolution No. 17-297). This Redevelopment Plan has been prepared at the direction of the Hopewell Township Committee.

1.2 REDEVELOPMENT PLANNING PROCESS

The LRHL details the process that a municipality must follow to utilize the State's redevelopment powers. The adoption of a redevelopment plan is a precondition for the use

of these powers, which permit municipalities to plan and zone in a manner that can remedy the blighting effects of underperforming, outdated or obsolete land uses and structures.

After adoption of a redevelopment plan, the municipality may:

- Negotiate and collect revenues from a redeveloper to defray the costs of the redevelopment entity.
- Clear any area owned or acquired and install, construct or reconstruct public infrastructure essential to the preparation of sites for use in accordance with the redevelopment plan.
- Contract for professional services.
- Contract with public agencies or redevelopers for the undertaking of any project or redevelopment work.
- Lease or convey property or improvements to any party without public bidding.

According to the Local Redevelopment and Housing Law (NJSA 40A: 12A-1, et seq.), the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definitive local objectives, including appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements;
3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area;
4. Identification of properties to be acquired, if any;
5. Any significant relationship of the Redevelopment Plan to the Master Plans of contiguous municipalities, the County and the State Development and Redevelopment Plan;
6. Enumeration of deed-restricted affordable units in the redevelopment area and their disposition.

**Redevelopment
Planning
Process
In New Jersey**

N.J.S.A. 40A:12A-1 et seq.

4. Planning Board

completes the public hearing and recommends to governing body whether to designate all or part of study area as an area in need of redevelopment

1. Governing Body

by resolution directs the Planning Board to undertake a preliminary investigation of whether an area meets redevelopment criteria and to conduct a public hearing

5. Governing Body, if in agreement with Planning Board recommendation, adopts a binding resolution designating all or part of a proposed area as a redevelopment area

2. Planning Board

examines the study area and maps the boundaries of proposed redevelopment area(s) along with the basis for the investigation

6. Governing Body authorizes preparation of a redevelopment plan

3. Planning Board

sets a date for a public hearing and gives public notice describing the boundaries of the area, and where the map is available for public inspection

7. Planning Board reviews the redevelopment plan for consistency with Master Plan

8. Governing Body

holds a public hearing and adopts the Redevelopment Plan by Ordinance

1.3 OVERVIEW OF EXISTING SITE CONDITIONS

Exhibit 1 is an aerial photograph of the redevelopment area and Exhibit 2 includes excerpts from the Hopewell Township Tax Maps indicating the subject properties.

The redevelopment area on the east side of Scotch Road includes Block 91, Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961. These lots are included in General Development Plans that provide for the development of 3,300,000 square feet of Class A office development:

Block 91, Lots 3.14 and 3.22 are currently vacant or primarily undeveloped farmland.

Block 91, Lots 3.11, 3.95, 3.181 and 3.19 are vacant land and adjoin existing developed portions of the former Merrill Lynch campus. All lots have access from the internal private road network. Lot 3.181 has frontage Scotch Road with access to a signalized intersection.

Block 91, Lot 3.14 is the site of a one-story building referred to as the “hut” (maintenance facility) and Lot 3.22 is improved with parking and recreational courts.

Block 91, Lot 3.961 is the Capital Health complex situate in the southeastern corner of the area. This complex is adjacent to I-95 and the CSX railroad. The northern and western portions of the lot are undeveloped with Scotch Road frontage at a signalized intersection.

The redevelopment area on the west side of Scotch Road includes Block 93, Lots 3.01, 5.01, 5.02 and 6.01:

Lot 3.01 is currently active agricultural areas and wooded stream corridors. This lot includes dwellings and an equestrian facility.

Lots 5.01 and 5.02 were acquired by Hopewell Township for affordable housing purposes and include a two-story frame dwelling on Lot 5.02. Lot 5.01 is currently in active agricultural use.

Lot 6.01 is currently a mixture of active agricultural areas and wooded stream corridors. Lot 6.01 includes an extensive wooded area roughly 1,000 feet deep along its westerly boundary providing a unique natural buffer between any development on Lot 6.01 and the existing single family residential neighborhood to the west. Lot 6.01 is part of an approved General Development Plan that permits up to 1,000,000 square feet of Class A office on this lot.

Scotch Road is a county-owned four-lane divided highway that spans the distance between I-95 and County Route 546. Merrill Lynch improved this roadway during its initial campus

construction to accommodate the approved 3,800,000 square foot Class A office development planned to be constructed on both the east and west sides of Scotch Road. Exhibit 3 depicts the land cover character of the study area and Exhibit 4 illustrates the property tax class for each parcel in the Scotch Road study area.

In addition to the regionally significant office and medical facilities along Scotch Road, a ribbon of residential development, on lots of varying sizes, spans the frontage of Nursery Road near the interchange. Limited residential development also occupies a small portion of the frontage of Scotch Road.

Beyond the lands east of the dualized portions of Scotch Road, the Township is generally rural in character with low density and medium density residential neighborhoods to the north and west.

1.4 OVERVIEW OF REDEVELOPMENT PLAN

This Redevelopment Plan creates a mixed-use inclusionary housing zone that advances local community planning objectives related to the provision of affordable housing as part of a balanced housing plan. This redevelopment plan is located in a sector of Hopewell Township adjacent to major transportation infrastructure and utilities where intense office development is presently permitted. This unique location concentrates development within an existing development corridor and avoids the need to utilize other less developed and more environmentally sensitive areas of the Township for housing production. This location provides for mass transit opportunities and the reduction of carbon footprint by creating “live-work” opportunities through less reliance upon the automobile.

The Inclusionary Planned Development Zones respond to the terms of a Settlement Agreement between CF Hopewell and Hopewell Township. This agreement requires that the Redevelopment Area will include a 20% set aside of all residential units (up to 465 units) that will be affordable to very low, low and moderate income households. Of this total, at least 185 of the affordable units will be family rentals and at least 13% will be very low-income units. Age-restricted units are permitted with a township-wide cap of 25%.

2. CONTEXT, GOALS AND VISION

2.1 CONTEXT

The 2009 Hopewell Township Land Use Plan echoes the goals, objectives and policies of the 2002 Hopewell Township Master Plan. In both Land Use Plans the redevelopment area on the east side of Scotch Road is located within Office Park District and the redevelopment area on the west of Scotch Road is partly within the Office Park district and partly within the Valley Resource Conservation District. In December 2016, a Master Plan revision was adopted for the redevelopment area on the east side of Scotch Road, which added Affordable Housing and Continuing Care as additional permitted uses.

In 2008, Hopewell Township adopted a Housing Plan in response to the then required Round 3 Affordable Housing Rules. Round 3 rules were dissolved by the court and until present, there has been no guidance for Round 3 compliance. Hopewell Township has received approval from the Court of a settlement of litigation for affordable housing for its Round 3 obligation (1999-2025). This settlement provides for inclusionary development with up to 465 affordable units and/or assisted living beds on those lots located within the redevelopment area. The redevelopment area is well situated to provide for inclusionary residential development, having sufficient developable land to accommodate the development, access to all necessary infrastructure and unparalleled regional highway access.

This Plan establishes the vision for redevelopment of the property and identifies opportunities and constraints specific to the site. It also identifies the intended future uses, their arrangement and design and method of implementation of the plan.

2.2 GOALS & OBJECTIVES

This redevelopment plan is located in a sector of Hopewell Township adjacent to major transportation infrastructure and utilities where intense office development is presently permitted. This unique location concentrates development within an existing development corridor and avoids the need to utilize other less developed and more environmentally sensitive areas of the Township for housing production. This location provides for mass transit opportunities and the reduction of carbon footprint by creating “live-work” opportunities through less reliance upon the automobile.

This redevelopment plan provides a comprehensive strategy to address the Township’s affordable housing obligation. This plan aims to:

- Provide affordable housing within a mixed use planned neighborhood including higher-density inclusionary housing at the site.
- Advance Hopewell’s long-standing goal to provide a wider variety of housing types and opportunities within the Township.
- Lay out a vision for redevelopment that incorporates strategies to create a “sense of place” in the redevelopment area.
- Guide redevelopment to protect, to the greatest extent practicable, important environmental features including groundwater recharge.
- Create new housing opportunities that will be desirable and marketable.
- Protect and enhance the character of surrounding areas of Hopewell Township by preserving key natural buffers to adjacent neighborhoods, protecting existing view sheds to the north, providing a network of trails that will connect neighborhoods to each other and to nearby existing municipal parks and facilities.
- Encourage aesthetically pleasing architectural design, layout and finishes.
- Examine planning documents from surrounding municipalities, Mercer County and NJ SDRP for consistency.

2.3 VISION

There is an increasing demand for alternatives to single family dwellings on individual lots. Situated in the heart of a significant regional employment node, mixed use development in the redevelopment area will provide dining, shopping and recreational opportunities along with vibrant residential neighborhoods of varied housing types that will appeal to households of varying sizes, ages, and income levels.

A. These new neighborhoods are conceived as having a health and wellness focus and will address the housing needs of millennials, aging baby boomers, professionals and young families. Walkable neighborhoods and an engaging landscape will help to promote active lifestyles and attract a full range of housing types, including continuing care. The neighborhoods will be arranged to maximize connectivity and are to be based upon the following design concepts to create a vital and walkable place that:

- is compact;
- is designed for the human scale with buildings placed closer to the street and a variety of gathering places;
- provides a mix of uses, including residential, commercial, civic green spaces in close within the neighborhood;
- provides a mix of housing styles, types, and sizes to accommodate households of all ages, sizes, and incomes;
- incorporates environmental features into the design;

Amenities including recreational buildings, clubhouses, tot lots, barbeque patios and other common areas are to be connected with pathways to promote walking and bicycling between neighborhoods and beyond the site to nearby public parks and municipal facilities.

With a focus on design that promotes the health, happiness and wellbeing of residents, this plan puts a special emphasis on human-scale streetscape elements (such as benches and streetlights) and landscaping that incorporates native plants, trees and shrubs.

2.4 REDEVELOPMENT PLAN'S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN

Hopewell Township has spent the past several years examining opportunities for affordable housing to address its constitutional fair share obligation. Primary among the Township's objectives has been the identification of realistic opportunities for the creation of affordable housing. Lots 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 and 3.961 in Block 91 and Lots 3.01, 5.01, 5.02 and 6.01 in Block 93, have been found to provide such opportunity through inclusionary mixed use development.

The 2009 Hopewell Township Land Use Plan echoes the goals, objectives and policies of the 2002 Hopewell Township Master Plan. This Redevelopment Plan is consistent with the following basic principles of the 2002 Master Plan ("*a*" thru "*k*") and its goals and objectives:

- a. *A variety of housing and a balance of opportunities to live, work and play in safe and attractive surroundings should be provided in part by identifying locations and developing criteria for mixed use development.*

Rationale: The rezoning of this site will expand and diversify the local housing stock and will assist low and moderate-income households in finding decent, safe, affordable housing. It will also assist young people and older households looking to live in a high-quality community with upscale amenities.

- b. *An efficient circulation system that promotes important circulation linkages, retains the character of the rural road network and provides for safe vehicular, pedestrian, equestrian and bicycle movements should be maintained.*

Rationale: The subject property is located within one mile of the Scotch Road interchange with I-95, permits full access to and from Interstate 95. The redevelopment of the subject property takes advantage of the existing highway system and will allow people to travel to and from the area with limited impacts to local rural roads. A network of pedestrian and bicycle pathways and trails connecting neighborhoods to each other and to nearby existing public parks and municipal facilities will be incorporated. Mass transit opportunities are also part of long range planning for this area of the township.

- c. *Farmland and open lands should be retained and the impacts of development should be limited throughout the valley and mountain areas in part by allowing the use of techniques to encourage development*

Rationale: Portions of the subject property within the Valley Resource Conservation District that are actively farmed will continue to be available for agricultural use. The location of this redevelopment area allows the concentration of development within an existing development corridor and avoids the need to utilize other less developed and more environmentally sensitive areas of the Township. Wooded areas and stream corridors will be protected from development.

- d. *To protect the rural character and unique sense of place of the Township.*

Rationale: Concentration of housing within this redevelopment area will reduce development pressures in other more rural and environmentally sensitive areas of the Township. The redevelopment area preserves most of the woodland west of Scotch Road as a natural buffer to the residential neighborhood to the west. Surrounding land to the north will also be preserved protecting the vista between Co. Rt. 546 south to the redevelopment area helping to retain the rural aspect of this scenic corridor.

- e. *To promote the goals and objectives of Hopewell Township through the incorporation of local policies and strategies that respond to the basic premises, intent and purposes*

of the State Development and Redevelopment Plan and the Mercer County Master Plan.

Rationale: Pursuant to the settlement agreement between Hopewell Township and FSHC, the subject property will be an integral part of the Township's response to its affordable housing obligation. The State Planning Commission has placed the site in Planning Areas 2 and 3, an area in which the State Development and Redevelopment Plan (SDRP) encourages growth and the production of inclusionary development. The Mercer County Master Plan supports the goals and objectives of the SDRP. More information about how this Redevelopment Plan relates to the SDRP and Mercer County's Master Plan can be found in section 6, Plan Consistency Review.

f. To continue and expand upon land use policies that promote controlled development at suitable locations and appropriate intensities by directing and limiting the more intense development to areas where sanitary sewer service and public water supplies exist or are planned, and by discouraging the extension of growth-inducing infrastructure into rural areas.

Rationale: The SDRP locates the portion of the redevelopment area east of Scotch Road within the Suburban Planning Area (PA-2), where infrastructure exists and growth is encouraged. The area west of Scotch Road is in the Fringe Planning Area (PA-3) intended to accommodate growth in the future.

The site is particularly appropriate for higher density housing due to:

- proximity to Interstate 95
- the ability to provide public water and sewer to the site (most land located within ELSA sewer service area)

g. To provide for a variety of housing types which respond to the needs of households of varying size, age and income, persons with disabilities and emerging demographic characteristics.

Rationale: Over the past 40 years, household sizes have been steadily decreasing, while there has been an increase in the percentage of older households. The demographic trends indicate that virtually all of New Jersey's growth over the next 20 years will be in smaller households that are under 35 and over 55. These are households that need smaller housing units and that tend to rent, and demographers that study changes in household formation on housing demand project a strong increase in demand for rental housing.

Regarding the younger households, the Joint Center for Housing Studies at Harvard University concludes:

Meanwhile, the aging of the millennial generation over the coming decade will lift the number of households in their 30s by 2.4–3.0 million, depending

on immigration trends. But these numbers vastly understate the impact of this group on housing demand since they will account for most newly formed households in the coming decade. Indeed, the millennials will make up fully 24 million new households between 2015 and 2025, *thus driving up demand for rentals and starter homes.*¹ (emphasis provided)

In addition, the Joint Center for Housing Studies at Harvard University notes the following national trend regarding rentals:

Two broad trends will drive future growth in renters: the imminent surge in the number of older households and the increasing racial/ethnic diversity of younger age groups. Over the coming decade, the number of renters aged 65 and older is projected to rise by about 2.2 million and account for roughly half of all renter growth. *The aging of the population also means that the share of renters that are single persons or married couples without children will soar.*

The redevelopment at the subject property thus responds not only to a wide range of incomes, but also to the varying household size and age characteristics, and emerging demographic trends that will continue to impact the Township and the region.

- h. To promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.*

Rationale: The redevelopment of the subject property is an integral part of a settlement to address the Township's round three fair share obligation. It is located close to Interstate 95 and in the heart of a regional employment node with major highway access to an even wider range of regional employment opportunities.

- i. To provide a range of housing opportunities within the Township, with densities and lot sizes that respond to the capabilities and limitations of natural systems and available infrastructure.*

Rationale: The varied housing types proposed within the redevelopment area will expand the range and diversity of Hopewell's housing supply. The subject property lies within the ELSA sewer service area.

¹ State of the Nation's Housing, 2014, page 16.

- j. *To establish transportation policies and programs that improve connections among housing, employment and commercial uses, including provisions for vehicular and pedestrian travel and bicycle paths.*

Rationale: The subject property is consistent with this goal in that the housing has a direct access to employment and commercial opportunities through its location adjacent to the Merrill Lynch campus and very close to the Interstate 95 interchange. Pedestrian and bicycle circulation systems will be incorporated in the design to connect open spaces, municipal facilities and common areas.

- k. *To control development in rural areas so that traffic will not exceed the capacity of the existing rural road network and historic bridges to provide safe, efficient and convenient traffic movements based on rural road service standards designed to minimize the character of the community.*

Rationale: Scotch Road and its interchange with Interstate 95 were designed and constructed to accommodate millions of square feet of research and office development. With less than one third of the potential office floor area developed to date and little demonstrated demand for additional office space at this location, substantial traffic carrying capacity exists within this redevelopment area. Traffic signals control key access points to the Scotch Road. The use of the subject property for higher density affordable housing and commercial uses concentrate these traffic generators close to arterial highways and away from the more rural parts of Hopewell Township.

The spirit of Hopewell Township's Master Plan goals and objectives has served to guide this Redevelopment Plan, ensuring it promotes the Township's long-standing goals and objectives, and that the resulting redevelopment will harmonize with established nearby neighborhoods and preserve the high quality of life in Hopewell.

3. LAND USE AND BUILDING REQUIREMENTS

This Redevelopment Plan shall supersede Hopewell's Land Use and Management Ordinance (Chapter 17) in the event of conflict. The general standards set forth in the Hopewell Township Land Use Ordinance shall continue to apply except when inconsistent with the standards set forth in this Redevelopment Plan.

This Redevelopment Plan provides for the development of mixed-use and multi-family residential inclusionary neighborhoods containing up to 465 affordable units, of which at least 185 shall be family rental units.

3.1 REDEVELOPMENT AREA ZONES - The redevelopment area is divided into the following zones:

Block 93, Lots 3.01, 5.01, 5.02 and 6.01 –Inclusionary Planned Development 1 - Mixed-use center.

Block 91, Lots 3.11 and 3.95 – Inclusionary Planned Development 2 – Residential uses including single family homes, townhouses and apartments.

Block 91, Lots 3.14, 3.161, 3.181, 3.191, 3.22, and 3.961 - Inclusionary Planned Development 3 - Mixed-use neighborhood of medical/health facilities with a continuing care community.

3.2 PERMITTED USES

- A. Inclusionary Planned Development 1 – Mixed-use center with up to 100,000 square feet of retail sales and services and restaurant uses, with residential apartments on upper floors. Grocery stores, pharmacies, banks, restaurants, convenience-oriented retail stores, professional, general and business offices and institutional uses. Drive-thru lanes are permitted for grocery, pharmacies, banks and restaurants provided they are located at the side or rear of the building. Residential uses include single family homes, townhouses and apartments and customary accessory uses such as facilities and structures designed for recreation or community use, private garages and carports, swimming pools with outdoor dining areas, dog runs, tot lots and pedestrian and bicycle paths.
- B. Inclusionary Planned Development 2 – Residential uses including single family homes, townhouses and apartments and customary accessory uses such as facilities and structures designed for recreation or community use, private garages and carports, swimming pools with outdoor dining areas, dog runs, tot lots and pedestrian and bicycle paths.
- C. Inclusionary Planned Development 3 - Mixed-use neighborhood including medical/health facilities (medical-related commercial uses, health clubs, physical therapy, same-day surgery) and a continuing care community of independent senior living units, assisted living, memory care, adult day care, nursing home and related elements in the continuum of care for the aging and infirm.

3.3 BULK AND AREA REQUIREMENTS

A. Residential Uses

- 1) Apartments shall be permitted either over commercial uses, in apartment buildings or in connection with the continuum of care community (in which case they may be age restricted), where the following would apply:

- a) Minimum lot area – 1 acre
- b) Maximum density – 75 units per acre
- c) Maximum lot coverage – None - N/A
- d) Maximum building height when no retail or parking on first floor – 55'
- e) Maximum building height with retail or parking on first floor – 70'¹
- f) Maximum building length – None - N/A
- g) Maximum number of units per building – None - N/A
- h) Minimum setback to streets – 20 feet for structures; 10 feet for parking areas
- i) Min. Front Yard to Scotch Road - 100 ft. for buildings over 35 ft./50 ft. for buildings up to 35 ft
- j) Minimum setback from other buildings:
 - Front to front – 50 feet
 - Front to side – 30 feet
 - Side to side – 20 feet
 - Rear to rear – 50 feet
 - Rear to side – 30 feet
- k) Minimum front yard setback – 20 feet
- l) Minimum side yard setback – 20 feet
- m) Minimum rear yard setback – 25 feet
- n) Parking – 1.25 parking spaces per unit

2) Townhouses

- a) Minimum Lot Width for individual unit – 16 feet
- b) Minimum Lot Depth – 60 feet
- c) Minimum front yard setback - 15 feet
- d) Minimum Rear yard Setback – 15 feet
- e) Minimum Side Yard Setback – 15 feet (0-feet for attached units)
- f) Min. Front Yard to Scotch Road - 100 ft. for buildings over 35 ft./50 ft. for buildings up to 35 feet
- g) Minimum distance to other buildings – 25' Maximum building height – 40 feet/2 1/2 stories
- h) Maximum units per townhouse building – 8
- i) Maximum units per stacked townhouse building - 16
- j) Parking – 1.75 parking spaces per unit

3) Single-Family units

- a) Minimum Lot Area – 5,000 square feet
- b) Minimum Lot Width – 50 feet
- c) Minimum Lot Depth – 100 feet
- d) Minimum front yard setback – 20 feet
- e) Maximum front yard setback – 25 feet
- f) Minimum Rear yard Setback – 15 feet

- g) Minimum Side Yard Setback – 5 feet
- h) Min. Front Yard to Scotch Road - 100 ft. for buildings over 35 ft./50 ft. for buildings up to 35 ft
- i) Maximum building height – 40 feet/2 1/2 stories
- j) Parking – 2 parking spaces per unit

B. Non-residential and Mixed Uses

- a. Min. Lot Size 22,000 sq. ft.²
- b. Min. Lot Width 50 ft.
- c. Min. Lot Depth 50 ft.
- d. Min. Front Yard to Scotch Road 100 ft. for buildings over 35 ft.
50 ft. for buildings up to 35 ft.
- e. Min. Side Yard None – N/A
- f. Min. Rear Yard None – N/A
- g. Max. Building Height 55 ft. (35' within 100' of Scotch Road)
70 ft. (if over retail space or on East side)
- h. Max. Lot Coverage 65%
- i. Max. FAR 50%
- j. Min. Parking Ratio 3.0 spaces per 1,000 SF non-residential

Note 1. Max. Building Height permitted to be 70 feet when residential is provided over retail and/or parking.

Note 2. Notwithstanding the requirements above, non-residential uses may be subdivided along lease lines with appropriate cross access and parking easements.

3.4 *VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS*

A. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing. A minimum of 13% of the affordable units shall be very low income units affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.

- 1. The affordable housing units shall be located in more than one building.
- 2. Development within the Redevelopment Area will include a 20% set aside of all residential units (up to 465 units) that will be affordable to very low, low and moderate income households. Age-restricted units are permitted with a township-wide cap of 25%.

3. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.
4. There shall be a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 40 years for all affordable units.

3.5 OTHER REQUIREMENTS

Building Design. The design of the residential buildings shall be of a residential character and not institutional and an integrated architectural theme shall be utilized throughout each neighborhood, including principal and accessory buildings and structures and all signage.

1. Architectural elevations and floor plans shall be provided for each type of building.
2. Maximum length of buildings shall not exceed 225 feet unless a 4 foot offset is provided in the facade. Variations in setback, materials, colors and design including breaks in the building façade shall be encouraged to reduce and separate the building mass.
3. Rooflines shall be pitched. If flat roofs are provided, they shall incorporate green design techniques including either vegetation or solar collection and shall be designed to shield any roof-mounted equipment.
4. All HVAC and mechanical equipment shall be adequately screened from view.
5. All multiple family dwelling buildings and all accessory buildings and structures, including signs, shall be designed in a unified architectural style.
6. Building design shall include spare electrical conduit to permit future installation of rooftop mounted solar.

A. Circulation.

1. A boulevard treatment shall form the circulation spine of the development.
2. Pedestrian and/or bicycle circulation systems shall be designed to extend through and connect with open space and common areas both on and off site.

B. Open Space.

1. Parks and trails are essential elements of place. Pedestrian-friendly neighborhood design shall include trees for shade and natural beauty, parks and green spaces to foster positive community and social interaction in communal spaces that are safe and conveniently located.
2. The open space requirement for the IPD Districts shall be substantially satisfied by the dedication of 174 acres on the west side of Scotch Road, pursuant to the Settlement Agreement. Nonetheless, neighborhood-scale open spaces shall

also be distributed throughout the developed areas, including small neighborhood parks (approximately 5,000 square feet) and green spaces.

3. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.
- C. Utilities/Services. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.
- D. Stormwater Management Plan. Stormwater designs shall use as naturalized designs and shall promote water quality, minimize maintenance and provide for groundwater recharge. Use low impact development design techniques to the greatest extent practicable. Where possible use geologic formations to enhance groundwater recharge.

3.6 *VARIANCES AND INAPPLICABLE ORDINANCES*

- A. The Planning Board is authorized to grant, pursuant to NJSA 40:55D-70c, variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.
- B. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
- C. The developer of a redevelopment project proposing the construction of affordable housing shall be entitled to request relief from asserted cost generative features in the Township's land use ordinances as authorized by N.J.A.C. 5:93-10.1, *et seq.*

3.7 *MUNICIPAL COOPERATION WITH UTILITIES*

- A. The Township shall confirm in writing its support of submission and applications for all utilities (specifically water and sewer) and all necessary government agency or private utility approvals related to all aspects of the development within five (5) business days of a written request for such support from the developer. Specifically, the Township shall assist the developer in discussions with ELSA, Trenton Water, Mercer County, NJDOT, NJDEP, the DRCC and any other public or private entity with which the developer must deal in order to develop the subject property, including any effort the developer may make to decrease the fees charged by ELSA. The Township shall assist

in acquiring rights-of-way or easements if necessary. The township will support the use of other redevelopment tools as prescribed by law.

4. REDEVELOPMENT ACTIONS

4.1 OUTLINE OF PROPOSED ACTIONS

Construction of new structures and other improvements will take place as proposed in this Redevelopment Plan. The redeveloper will be required to enter into a Redeveloper's Agreement with the Township that stipulates the precise nature and extent of the improvements to be made and their timing and phasing shall be governed as permitted therein.

4.2 PROPERTIES TO BE ACQUIRED

This Redevelopment Plan will require the dedication of 174 acres within the Redevelopment Area to Hopewell Township, as detailed in 3.5B above.

4.3 RELOCATION

This Redevelopment Plan will not displace or relocate any residents within the Plan Area.

4.4 ADMINISTRATIVE PROVISIONS

Redevelopment activities within the Redevelopment Area shall comply with all requirements in any executed redevelopment agreement between a designated redeveloper and the Township of Hopewell.

5. PLAN CONSISTENCY REVIEW

5.1 RELATIONSHIP TO EWING TOWNSHIP MASTER PLAN

The Redevelopment Area is adjacent to Hopewell's border with Ewing Township, where the zoning to the southwest is R-1 (single family residential) and to the southeast is the Industrial Park (IP-1) Zone that surrounds the Mercer County Airport.

The redevelopment of the subject property will not have a substantial impact on the Ewing Township Master Plan, as:

- the area of Ewing closest to the subject property is virtually fully developed;
- the proposed land use is consistent with other land uses in the area; and
- I- 95 will accommodate much of the proposed community's traffic.

Route 95 physically separates the subject properties from all development to the south in Ewing and the lands closest to Ewing are already developed with the Capital Health campus.

5.2 RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN

The Mercer County Master Plan (amended in 2016) supports the basic goals, objectives and strategies of the State Development Redevelopment Plan. It focuses on combating urban sprawl and capitalizing on available transportation infrastructure. The use of the subject property for inclusionary development is consistent with the following housing and transportation goals (MCMP pages 30 and 32):

1. Focus on housing needs of the work force.
2. Address the housing needs of both lower-income and moderate-income households.
3. Through planning efforts, continue to make efficient use of existing road infrastructure including the implementation of access management concepts to maximize the efficiency of the existing roadway system.

5.3 RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN

The Redevelopment Area includes lands in Planning Area 2 (PA2) and Planning Area 3 (PA3). The SDRP envisions itself as a growth management plan in which PA2 is one of the areas in which the SDRP promotes growth, including higher density inclusionary development and PA3 is an area where growth is to be accommodated. Among the goals for PA2 is a preferred location for inclusionary development. The SDRP's goals for PA2 include:

- a. Guiding development in more compact forms,
- b. Encouraging densities that promote transit,
- c. Providing for a full range of housing choices, and
- d. Encouraging redevelopment.

The SDRP is designed to use land and transportation infrastructure efficiently and minimize commuting times. The subject property is a convenient location for households looking for a well situated base from which to commute to work or travel to regional shopping and recreational facilities.

The adopted housing policies of the State Development and Redevelopment Plan (SDRP) are specifically advanced by this redevelopment plan, as seen in the highlighted excerpt below:

#6. Housing – Preserve and expand the supply of safe, decent and reasonably priced housing while meeting the constitutional mandate with respect to affordable housing through improved planning, regulatory reform, supportive infrastructure investments, housing subsidies, tax and discounted fee incentives and municipal property tax relief in ways that are consistent with the vision and goals of the State Plan.

6. GENERAL PROVISIONS

6.1 AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE

The Zoning Map of the Township of Hopewell is hereby amended to indicate the location of the Inclusionary Multifamily Development - 1 Zone and reference this Redevelopment Plan.

6.2 DEFINITIONS

The “Definitions” section of the Township’s Land Development Ordinance shall govern unless a word is otherwise defined herein.

6.3 VARIANCE REQUESTS

Hopewell Township’s Master Plan goals and policies have been designed to permit managed growth in appropriate locations and to protect the many valuable environmental and cultural features of the natural and man-made landscape. These primary objectives continue to govern this redevelopment plan.

Within this context, the Hopewell Township Planning Board may grant variances from the regulations within this Redevelopment Plan, where by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, the strict application of any bulk regulation adopted pursuant to this Redevelopment Plan would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the redeveloper.

The Hopewell Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this 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 Redevelopment Plan.

An application for site plan approval shall provide public notice of such application and shall further identify all requested variances from the regulations contained herein.

Notwithstanding the above, no variances shall be granted that would permit a use or principal structure not permitted by the Redevelopment Plan or an increase in the maximum permitted floor area ratio or an increase in the maximum permitted height of a principal structure by more than 10 feet or 10%, whichever is less, which can only be modified by a duly adopted amendment to this Redevelopment Plan.

6.4 REQUESTS FOR DESIGN EXCEPTIONS

The Hopewell Planning Board may grant exceptions from the “should” regulations contained within this Redevelopment Plan as may be reasonable and within the general purpose and intent of this Redevelopment Plan or if the literal enforcement of one or more provisions is impractical or will exact undue hardship because of peculiar conditions related to the property in question.

6.5 SITE PLAN AND SUBDIVISION REVIEW

Within the Redevelopment Area, subdivisions and/or site plans providing for the demolition of existing improvements and construction of new buildings and other improvements shall be prepared in accordance with the requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and shall be submitted by the redeveloper for review and approval by the Township of Hopewell Planning Board.

To assure the comprehensive and coordinated development of the Redevelopment Area, any site plan presented to the Hopewell Planning Board shall be consistent with the terms of this Redevelopment Plan and shall include a preliminary site plan including proposals on the following elements:

- An overall development plan (bubble diagram) for the Redevelopment Area identifying the traffic circulation system, land use types, building heights, floor areas of each building and the number of residential units.
- Architectural elevations, renderings and floor plans.
- A circulation and streetscape plan, indicating the overall design with a boulevard street entry, and locations and types of materials to be used, including pavements, trees and other plantings and any street furniture. Pedestrian and/or bicycle circulation systems shall be designed to extend throughout the development and connect with open space and common areas.
- Parking, loading and vehicular access plan. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area on adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency.
- Landscape plan. Use indigenous and non-invasive species to the greatest extent practicable.
- Utility plan.
- Stormwater Management Plan. Stormwater designs shall use as naturalized designs and shall promote water quality, minimize maintenance and provide for groundwater recharge. Use low impact development design techniques

- to the greatest extent practicable. Where possible use geologic formations to enhance groundwater recharge.
- Lighting plan. Use LED and low energy use lighting. Accommodate Dark Sky design standards to the greatest extent practicable.
 - Open Space Plan. The open space requirement for the IPD Districts shall be substantially satisfied by the dedication of 174 acres on the west side of Scotch Road, pursuant to the Settlement Agreement. Nonetheless, neighborhood-scale open spaces shall also be distributed throughout the developed areas, including neighborhood parks (approximately 5,000 square feet) and green space. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.
 - Phasing plan – Phasing shall be indicated for all elements to be constructed as the development proceeds. This shall include the phasing of construction of utilities, access roads and key service components of the development, which may occur independent and in advance of building construction.

No permits shall be issued for construction of buildings within the Redevelopment Area until the Hopewell Planning Board has granted final site plan approval for such improvements.

The criteria for the consideration and approval of the site plan shall be in conformance with the requirements of this Redevelopment Plan, the site plan provisions of the Township of Hopewell Land Use Ordinance and the executed Redevelopment Agreement between the redeveloper and the Township of Hopewell.

6.6 GENERAL DEVELOPMENT PLAN

The developer(s) of the IPD Zone Districts may submit a general development plan to the approving authority for review and approval prior to submitting a preliminary plat. The submission shall be in accordance with section 17-126. The design standards for required improvements shall comply with the approved general development plan and the provisions of this ordinance that have not been modified by the approved general development plan.

6.7 AFFORDABLE HOUSING

The IPD Zones respond to the terms of a Settlement Agreement between CF Hopewell and Hopewell Township. This agreement requires that the Redevelopment Area will include a 20% set aside of all residential units (up to 465 units) that will be affordable to very low, low and moderate income households. Of this total, at least 185 of the affordable units will be family rentals and at least 13% will be very low-income units (and such very low-income units are anticipated to be rental units). Age-restricted units are permitted with a township-wide cap of 25%.

6.8 *ADVERSE INFLUENCES*

No use shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

6.9 *NON-DISCRIMINATION PROVISIONS*

No covenant, lease, conveyance or other instrument shall be affected or executed by the Township Committee or by any redeveloper or any of his successors or assignees, whereby the sale, lease, use or occupancy of land within the Redevelopment Area is restricted on the basis of race, creed, color, sexual orientation or national origin. Appropriate covenants, running with the land in perpetuity, shall prohibit any such restrictions and shall be included in the disposition instruments.

6.10 *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 30 years from the date of approval of this plan by the Township Committee.

7. OTHER PROVISIONS

7.1 *STATEMENT ABOUT REDEVELOPMENT*

In accordance with N.J.S.A. 40A:12A-1 et seq., known as The Local Redevelopment and Housing Law, the following statements are made:

- The Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements. The Plan has laid out various programs and strategies needed to be implemented in order to carry out the Plan objectives.
- The Redevelopment Plan lays out the proposed land uses and building requirements for the Redevelopment Area.
- The Redevelopment Plan does not envision a need to acquire privately-owned properties or to relocate any residents or businesses.
- The Redevelopment Plan is substantially consistent with the intent of the Master Plan for the Township of Hopewell and advances the objectives of the Housing Element and Fair Share Plan. The Redevelopment Plan also advances the goals and objectives of the New Jersey State Development and Redevelopment.

- This Redevelopment Plan shall supersede all provisions of the Zoning and Land Development Regulations of the Township of Hopewell regulating development in the area addressed by this Redevelopment Plan, except where stated otherwise within the text of this Plan. Final adoption of this Plan by the Township Committee shall be considered an amendment of the Township of Hopewell Zoning Map.
- If any section, paragraph, division, subdivision, clause or provision of this Redevelopment Plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause or provision so judged, and the remainder of this Redevelopment Plan shall be deemed valid and effective.

7.2 *PROCEDURE FOR AMENDING THE APPROVED PLAN*

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of state law. A non-refundable application fee shall be paid pursuant to site plan fee schedule found in Section 126-35 “Fees” by the party requesting such amendment, unless the request is issued from any agency of Hopewell Township. The Township Committee, at its sole discretion, may require the party requesting the amendments to prepare a study of the impact of such amendments, which study must be prepared by a professional planner licensed in the State of New Jersey.

APPENDIX A

Zoning Amendment Creating the Inclusionary Planned Development Zones

1. Amend the Land Use and Management Ordinance and Zoning Map to establish new **Inclusionary Planned Development** Districts as follows:

Block 93 Lots 3.01, 5.01, 5.02 and 6.01 – IPD-1 Zone - Mixed-use center.

Block 91 Lots 3.11 and 3.95 – IPD-2 Zone – Residential uses including single family homes, townhouses and apartments.

Block 91 Lots 3.14, 3.161, 3.181, 3.191, 3.22, and 3.961 — IPD-3 Zone - Mixed-use neighborhood of medical/health facilities with a continuing care community.

2. Amend Section 17-126.3 Eligibility to read as follows:

General development plans shall be limited to the following eligibility standards.

- a. Sites must have a minimum of 250 acres of land area.
- b. Sites must be located within either the RO or IOP-G or the Inclusionary Planned Development (IPD) zoning districts.

3. Establish the Inclusionary Planned Development Districts as follows:

Inclusionary Planned Development Districts

A. *Purpose:* The Inclusionary Planned Development (IPD) Districts provide for a mixed use community of inclusionary single family and multi-family residential neighborhoods and commercial and office uses. The Inclusionary Planned Development Zones respond to the terms of a Settlement Agreement between CF Hopewell and Hopewell Township. This agreement requires that the Redevelopment Area will include a 20% set aside of all residential units (up to 465 units) that will be affordable to very low, low and moderate income households. Of this total, at least 185 of the affordable units will be family rentals and at least 13% will be very low-income units. Age-restricted units are permitted with a township-wide cap of 25%.

A variety of housing types are provided to meet the needs of people of all ages and abilities, including senior housing options.

B.1 Permitted Principal Uses in the IPD-1 Zone Mixed-use center

Residential Uses

1. Single family homes
2. Townhouses , including stacked units
3. Apartments

Non-residential uses not to exceed to 100,000 square feet of floor area including:

1. Grocery stores
 2. Pharmacies *
 3. Banks *
 4. Restaurants *
 5. Convenience-oriented retail stores,
 6. Professional, general and business offices
 7. Institutional uses
 8. Retail sales and services with residential apartments on upper floors
- * - Drive-thru lanes are permitted provided they are located at the side or rear of the building.

B.2 Permitted Principal Uses in the IPD-2 Zone - Northeast Residential Zone

1. Single family homes
2. Townhouses , including stacked units
3. Apartments

B.3 Permitted Principal Uses in the IPD-3 Zone - Southeast Mixed Use Zone

1. Medical offices
2. Medical-related commercial uses
3. Health clubs
4. Physical therapy
5. Same-day surgery centers
6. Continuing care retirement community of up to 500 units and/or beds, consisting of:
 - a. independent senior living units
 - b. assisted living
 - c. memory care
 - d. adult day care
 - e. skilled nursing facilities

C. Permitted Residential Accessory Uses:

1. Customary accessory uses, facilities and structures designed for recreation or community use.
2. Off street parking and private garages and carports.
3. Swimming pools with outdoor dining areas.
4. Dog runs.
5. Tot lots.
6. Pedestrian and bicycle paths.
7. Community clubhouse with fitness room, club room business center and furnished model.
8. Management and leasing offices.
9. Maintenance office/garage building not to exceed one (1) story in height and 1,500 square feet in floor area. The façade design shall match the residential structures.
10. Solid waste and recycling facilities.
11. Monument signs located at entrance to be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.
12. Utility structures and facilities needed to provide the direct service of gas, electricity, telephone, water, sewerage and cable television.

D. BULK AND AREA REQUIREMENTS FOR USES IN THE INCLUSIONARY PLANNED DEVELOPMENT DISTRICTS

1. Residential Uses

- A. Apartments shall be permitted either over commercial uses or in apartment buildings, where the following would apply:
 1. Minimum lot area – 1 acres
 2. Maximum density – 75 units/ acre
 3. Maximum lot coverage – None – N/A
 4. Maximum building height east of Scotch Road – 70 feet
 5. Maximum building height west of Scotch Road – 55 feet
 6. Maximum building length – None – N/A
 7. Maximum number of units per building – None – N/A
 8. Minimum setback to streets – 20 feet for structures; 10 feet for parking areas.
 9. Min. Front Yard to Scotch Road - 100 ft. for buildings over 35 ft./50 ft. for buildings up to 35 ft.
 10. Minimum setback from other buildings:
 - Front to front – 50 feet
 - Front to side – 30 feet
 - Side to side – 20 feet
 - Rear to rear – 50 feet
 - Rear to side – 30 feet
 11. Minimum front yard setback – 20 feet

12. Minimum side yard setback – 20 feet
13. Minimum rear yard setback – 25 feet
14. Parking – 1.25 parking spaces per unit.

B. Townhouses, which may be family or age-restricted units.

1. Minimum Lot Width for individual unit – 16 feet
2. Minimum Lot Depth – 60 feet
3. Minimum front yard setback - 15 feet
4. Minimum Rear yard Setback – 15 feet
5. Minimum Side Yard Setback – 15 feet (0-feet for attached units)
6. Min. Front Yard to Scotch Road - 100 ft. for buildings over 35 ft./50 ft. for buildings up to 35 ft.
7. Minimum distance to other buildings – 25 feet
8. Maximum units per townhouse building – 8
9. Maximum units per stacked townhouse building - 16
10. Parking – 1.75 parking spaces per unit.

C. Single-Family units, which may be family or age-restricted units.

1. Minimum Lot Area – 5,000 square feet
2. Minimum Lot Width – 50 feet
3. Minimum Lot Depth – 100 feet
4. Minimum front yard setback – 20 feet
5. Maximum front yard setback – 25 feet
6. Minimum Rear yard Setback – 15 feet
7. Minimum Side Yard Setback – 5 feet
8. Maximum building height – 40 feet/2 1/2 stories
9. Parking – 2 parking spaces per unit.

2. *Non-residential and mixed use*

- | | |
|-----------------------------------|---|
| 1. Min. Lot Size | 22,000 sq. ft. ¹ |
| 2. Min. Lot Width | 50 ft. |
| 3. Min. Lot Depth | 50 ft. |
| 4. Min. Front Yard to Scotch Road | 100 ft. for buildings over 35 ft.
50 ft. for buildings up to 35 ft. |
| 5. Min. Side Yard | None – N/A |
| 6. Min. Rear Yard | None – N/A |
| 7. Max. Building Height | 55 ft. (35' within 100' of Scotch Road)
70 ft. (if over retail space or on East side of Scotch Road) |
| 8. Max. Lot Coverage | 65% |
| 9. Max. Floor Area Ratio | 0.50 |

10. Minimum Parking Requirement 3 spaces per 1,000 square feet of non-residential building area

Note 1. Non-residential uses may be subdivided along lease lines with appropriate cross access and parking easements, in which case none of the standards in this Section 2 must be met except limitations on building height.

3. *Permitted Commercial Signage*

- i) Freestanding Monument Signs for Retail Center
 - (1) One sign permitted at each driveway to Scotch Road
 - (2) Maximum Height – 20 feet
 - (3) Maximum Sign Area – 200 square feet
 - (4) Sign Setback- 10 feet
- ii) Wall/Façade Signs for Shopping Center
 - (1) Maximum sign area – two (2) square feet per one (1) lineal foot of building width dedicated to the specific business or one hundred (100) square feet, whichever is larger.
 - (2) Anchor tenants are permitted façade signs equal to 10% of the total façade area.
- iii) Freestanding Signs for Pad Sites. One freestanding monument sign may be provided for each pad site.
 - (1) Maximum Height – 15 feet
 - (2) Maximum Sign Area – 100 square feet
 - (3) Sign Setback – 10 feet
- iv) Wall/Façade Signs for Pad Sites
 - (1) 75 square feet on primary/front façades.
 - (2) 50 square feet on internal facades.
- v) Two directional signs are permitted at each driveway entrance at a maximum height of 6-feet with a maximum area of 10 square feet.
- vi) Canopy signage is permitted in addition to the wall signs. The maximum sign area shall not exceed 40 square feet per canopy.
- vii) Drive-thru establishments are permitted signage, intended for the drive-thru user only and not the general public, including a menu board, not to exceed 20 square feet, and directional signage for ordering lanes, not to exceed 2 square feet.

GENERAL DEVELOPMENT PLAN

The developer(s) of the Inclusionary Planned Development Districts may submit a general development plan to the approving authority for review and approval prior to submitting a preliminary plat. The submission shall be in accordance with section 17-126. The design standards for required improvements shall comply with the approved general development plan and the provisions of this ordinance that have not been modified by the approved general development plan.

VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS

1. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing.
2. Twenty-percent (20%) of the total residential units, exclusive of assisted living, are to be set-aside as affordable housing (low- and moderate-income units) up to a maximum of 430 units.
3. Ten-percent (10%) of the assisted living units, are to be set-aside as affordable housing (low- and moderate-income units) up to a maximum of 50 units.
4. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.
5. The affordable housing units shall be distributed throughout the Inclusionary Planned Development Zones.
6. The Township-designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.
7. At least 185 of the low- and moderate-income units shall be family rental units and shall not be age-restricted.
8. A maximum of 15% of the low- and moderate-income units may be age-restricted. Age-restricted affordable units shall be integrated into and distributed throughout the market-rate age-restricted development.
9. The production of low and moderate income units and market units shall be in accordance with the following schedule:

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

10. A Continuing care retirement community may include independent living units and assisted living beds, not to exceed a total of 500 units and/or beds. Up to 400 assisted living beds are permitted, of which at least 10 percent shall be reserved for Medicaid recipients, consistent with N.J.S.A. 26:2H 12.16, et seq. and N.J.A.C. 8:36-5.1, et seq.
11. All affordable residential units shall be subject to a control period pursuant to N.J.A.C. 5:80-26.11 of not less than forty (40) years.

OTHER REQUIREMENTS

1. Site Design - Any application for development or redevelopment shall include at least the following elements:

- A. An overall development plan for the Redevelopment Area identifying land use types, building heights, floor areas of each building and the number of residential units, designed to be a vital and walkable place that:
 - is compact;
 - is designed for the human scale with buildings placed closer to the street and a variety of gathering places;
 - provides a mix of uses, including residential, commercial, civic green spaces in close within the neighborhood;
 - provides a mix of housing styles, types, and sizes to accommodate households of all ages, sizes, and incomes;
 - incorporates environmental features into the design;
- B. Architectural elevations, renderings and floor plans.
- C. A circulation and streetscape plan, indicating the overall design with a boulevard street entry, and locations and types of materials to be used, including pavements, trees and other plantings and any street furniture. Pedestrian and/or bicycle circulation systems shall be designed to extend throughout the development and connect with open space and common areas.
- D. Parking, loading and vehicular access plan. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area on adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency.
- E. Landscape plan. Use indigenous and non-invasive species to the greatest extent practicable.
- F. Open Space Plan. The open space requirement for the IPD Districts shall be substantially satisfied by the dedication of 174 acres on the west side of Scotch Road, pursuant to the Settlement Agreement. Nonetheless, neighborhood-scale open spaces shall also be distributed throughout the developed areas, including neighborhood parks (approximately 5,000 square feet) and green space. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.

- G. Utility plan. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.
- H. Stormwater management plan - Stormwater designs shall use as naturalized designs and shall promote water quality, minimize maintenance and provide for groundwater recharge. Use low impact development design techniques to the greatest extent practicable. Where possible use geologic formations to enhance groundwater recharge.
- I. Lighting plan. Use LED and low energy use lighting. Accommodate Dark Sky design standards to the greatest extent practicable.
- J. Phasing plan – Phasing shall be indicated for all elements to be constructed as the development proceeds. This shall include the phasing of construction of utilities, access roads and key service components of the development, which may occur independent and in advance of building construction.

2. Building Design. The design of the residential buildings shall be of a residential character and not institutional and an integrated architectural theme shall be utilized throughout each neighborhood, including principal and accessory buildings and structures and all signage.

- A. Architectural elevations and floor plans shall be provided for each type of building.
- B. Maximum length of buildings shall not exceed 225 feet unless a 4' offset is provided in the facade. Variations in setback, materials, colors and design including breaks in the building façade shall be encouraged to reduce and separate the building mass.
- C. Rooflines shall be pitched. If flat roofs are provided, they shall incorporate green design techniques including either vegetation or solar collection and shall be designed to shield any roof-mounted equipment.
- D. All HVAC and mechanical equipment shall be adequately screened from view.
- E. All multiple family dwelling buildings and all accessory buildings and structures, including signs, shall be designed in a unified architectural style.
- F. Building design shall include spare electrical conduit to permit future installation of rooftop mounted solar.

VARIANCES AND INAPPLICABLE ORDINANCES

- A. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.
- B. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.

- C. The developer of a redevelopment project proposing the construction of affordable housing shall be entitled to request relief from asserted cost generative features in the Township's land use ordinances as authorized by N.J.A.C. 5:93-10.1, *et seq.*

MUNICIPAL COOPERATION WITH UTILITIES

The Township shall confirm in writing its support of submission and applications for all utilities (specifically water and sewer) and all necessary government agency or private utility approvals related to all aspects of the development within five (5) business days of a written request for such support from the developer. Specifically, the Township shall assist the developer in discussions with ELSA, Mercer County, NJDOT, NJDEP, the DRCC and any other public or private entity with which the developer must deal in order to develop the subject property, including any effort the developer may make to decrease the fees charged by ELSA. The Township shall assist in acquiring rights-of-way or easements if necessary. The Township shall make available redevelopment tools for the subject property as fully as permitted by law.

REDEVELOPER'S AGREEMENT

The Redeveloper shall enter into an agreement with the municipality pursuant to the provisions of N.J.S.A. 40:55D-39 within 90 days of a memorialized Board resolution of final site plan approval setting forth variations from ordinary standards for preliminary and final approval to provide increased flexibility and promote mutual agreement between the applicant and the municipality at the time of conceptual master site plan approval. The substance of the Redeveloper's Agreement shall be consistent with the laws of the State of New Jersey, the Hopewell Land Use Code and the conditions and standards applicable to development in the zone. The Redeveloper's Agreement shall be in a form satisfactory to the Township Attorney and the Redeveloper, shall be assignable to such other redeveloper or redevelopers as are reasonably acceptable to the Township at no cost, and may include, but is not limited to, provisions relating to the following:

- Building layout and use.
- Signage: Criteria to ensure a harmonious signage design for the entire development, which shall include lettering style, lighting standard types, sign material and sign lighting.
- Architecture: Architectural design standards to ensure that the development will result in an aesthetically-harmonious design which may include external building materials, fenestration, color, mechanical penthouse screening and roof appearance where visible from adjoining buildings of higher elevation. Upon application by the developer and upon approval of the Planning Board, architectural criteria may be revised from time to time.
- Lighting plan: to ensure a uniform lighting plan to provide safe and attractive lighting for exterior roads, interior roads and driveways, parking lots, walkways and landscape display lighting.

- Landscaping: to ensure retention of natural vegetation, landscaping of parking areas, landscaping of building sites and the screening of trash collection and removal areas, buffering and wind shielding, pedestrian and bike linkages between buildings and the entire tract to encourage free passage while discouraging conflict with vehicular traffic.
- Recreation: Active and passive recreational facilities, such as jogging and fitness trails, passive sitting areas, and other athletic facilities shall be provided for the benefit of building occupants.
- Maintenance: Developer's obligation to maintain: provisions for maintenance and repair by the developer, or his successors, of building exteriors, trash removal and maintenance of public improvements until acceptance, landscaping, buffered areas and open spaces.
- Payment In Lieu Of Taxes Agreement

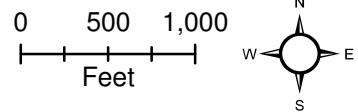
PLAN AMENDMENT

Amendments to the Redevelopment Plan may be adopted in order to meet changing circumstances within and affecting the Redevelopment Area and the Township, but any site plan must be consistent with the adopted or amended Redevelopment Plan and conform to the design requirements of the ordinance.

Exhibit 1
Aerial Photography
Redevelopment Area
Portion of
Hopewell Township
Mercer County, NJ
January 2018

Legend

 Subject Properties



Data Sources:
NJGIN Parcels 2011
NJDOT Roadway Network
NJOGIS 2015 Aerial Photography

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.

BANISCH
ASSOCIATES, INC.
Planning and Design

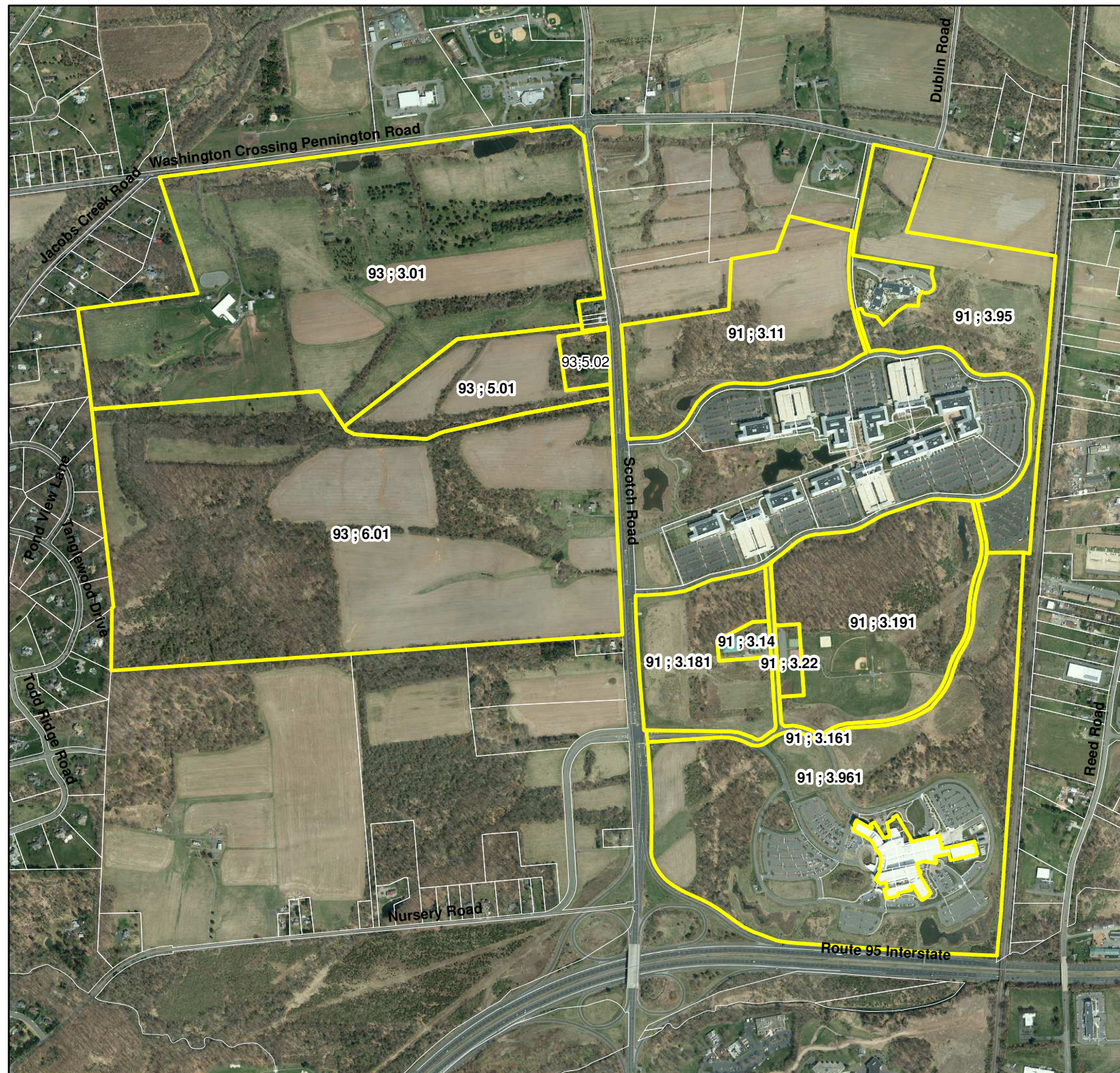
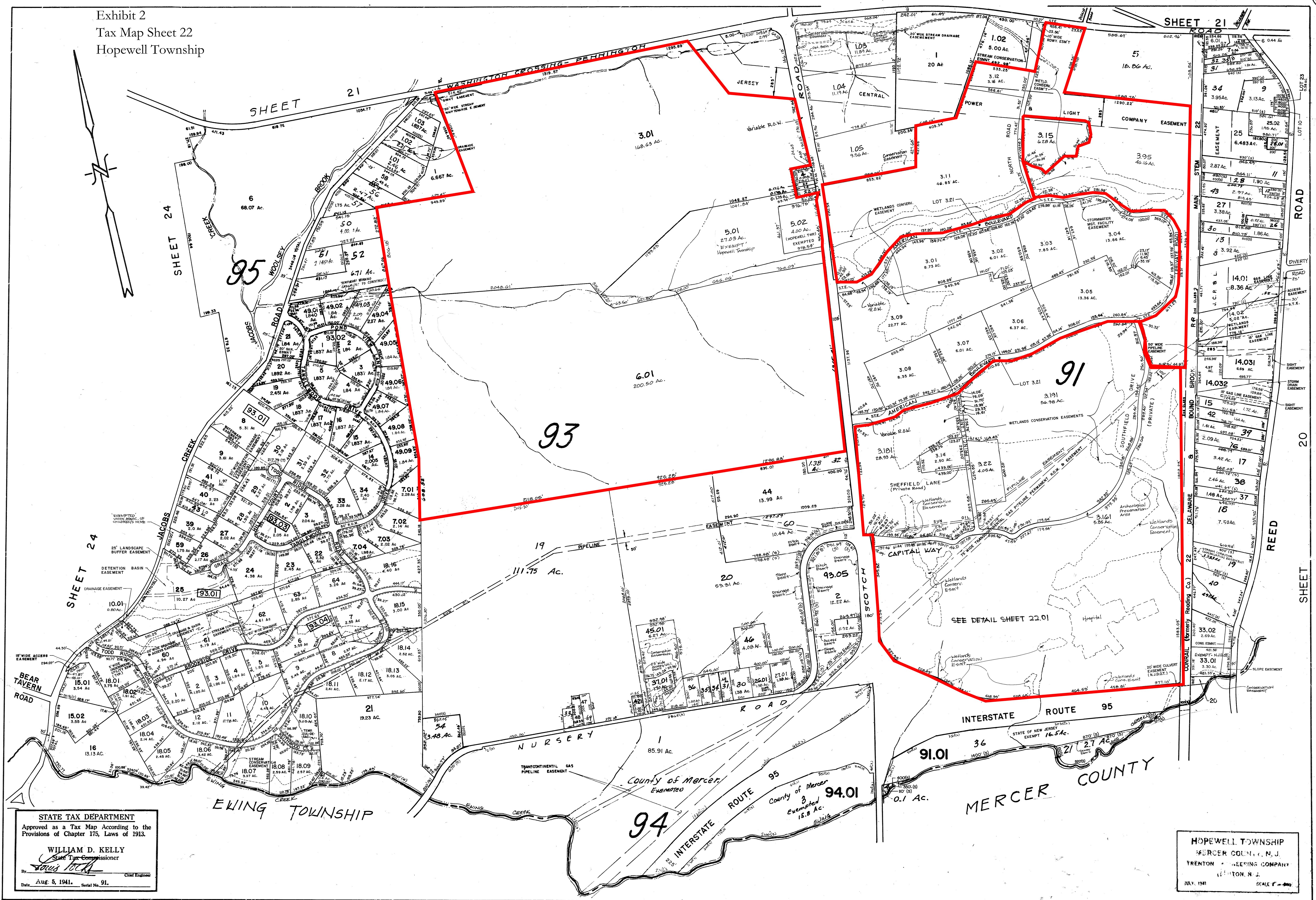


Exhibit 2
Tax Map Sheet 22
Hopewell Township



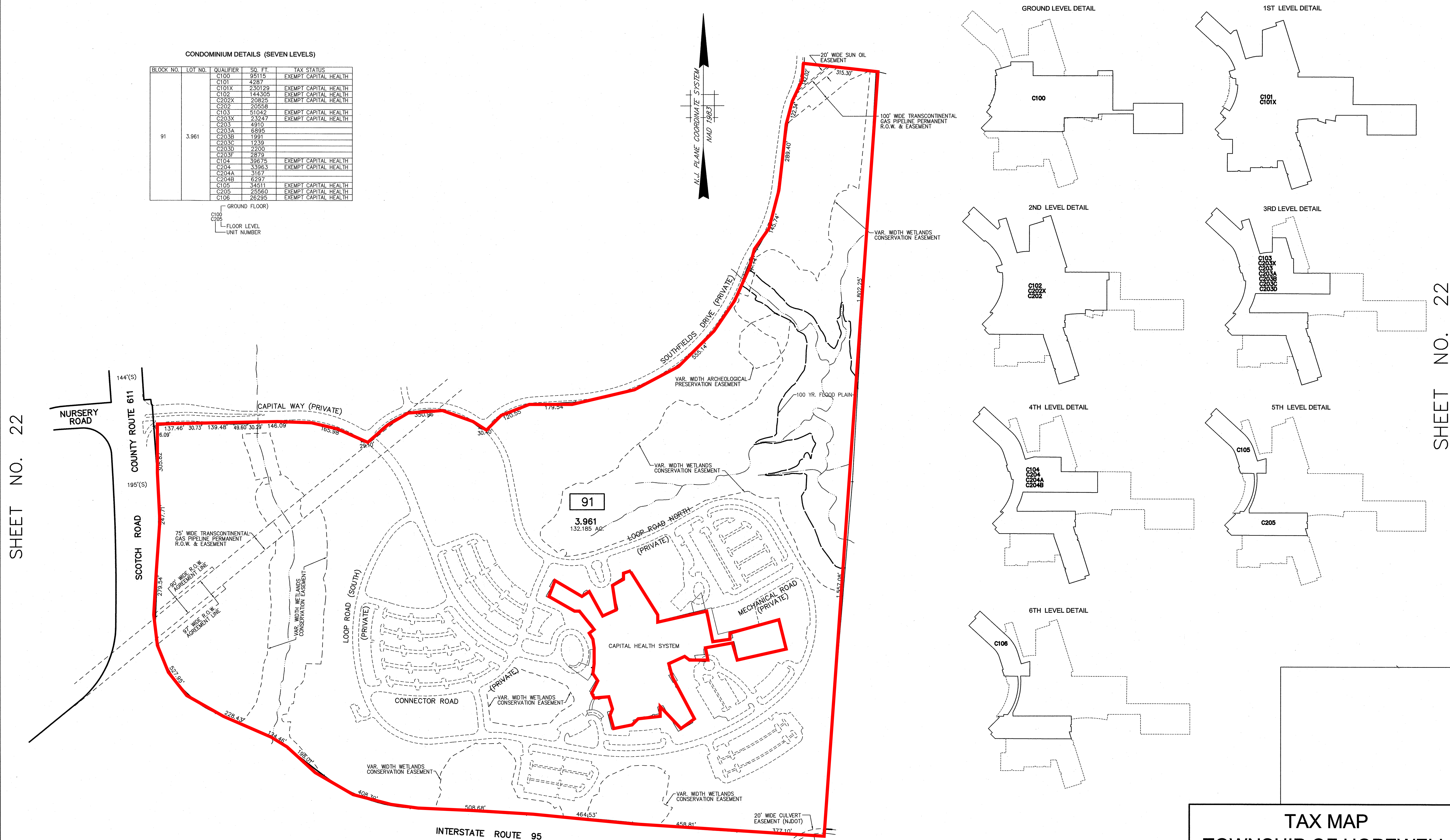
STATE TAX DEPARTMENT
Approved as a Tax Map According to the
Provisions of Chapter 175, Laws of 1913.

WILLIAM D. KELLY
State Tax Commissioner
By: *[Signature]*
Date: Aug. 8, 1941. Serial No. 91.

HOPWELL TOWNSHIP
MERCER COUNTY, N.J.
TRENTON - ENGINEERING COMPANY
JULY, 1941 SCALE 1" = 400'

TAX MAP
TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY
SCALE: 1"=200' JAN. 2012
NEIL I. VAN CLEEF, P.L.S.
4 AAA DRIVE, SUITE 102 HAMILTON, NJ
TO SHOW CONDITIONS AS OF JAN. 01. 2012

	C100	C205	EXEMPT FOR FIRE HEALTH
	GROUND FLOOR)		
	C100		
	C205		
	FLOOR LEVEL		
	UNIT NUMBER		



THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAFTING/ DESIGN (CAD/D).

TAX MAP
TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY
SCALE: 1"=200' JAN. 2012
NEIL I. VAN CLEEF, P.L.S.
4 AAA DRIVE, SUITE 102 HAMILTON, NJ
TO SHOW CONDITIONS AS OF JAN. 01, 2012

Exhibit 3

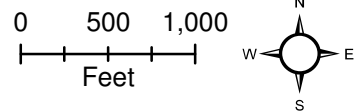
Land Use/Land Cover

Redevelopment Area

*Portion of
Hopewell Township
Mercer County, NJ
January 2018*

Legend

-  Subject Properties
-  Commercial
-  Industrial
-  Residential, Rural
-  Residential, Low Density
-  Residential, High Density
-  Residential, Medium Density
-  Agricultural
-  Barren Land
-  Forest
-  Other Urban
-  Water
-  Wetlands



Data Sources:
 NJDEP 2012 Land Use/Land Cover
 NJGIN Parcels 2011
 NJDOT Roadway Network

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.

BANISCH
 ASSOCIATES, INC.
 Planning and Design

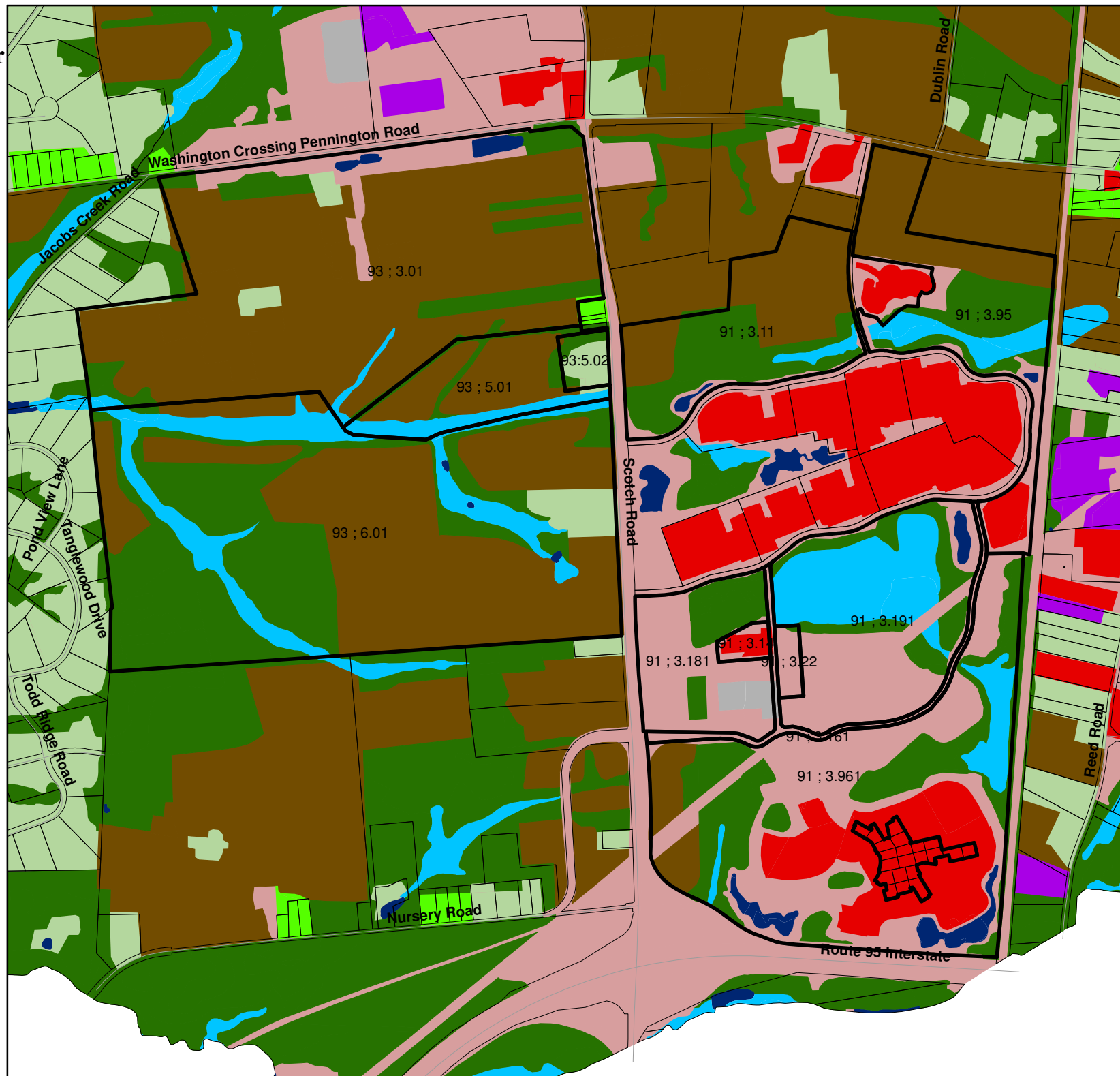
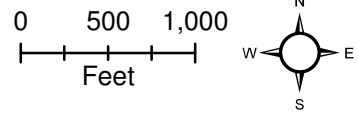


Exhibit 4
Property Tax Class
Redevelopment Area
Portion of
Hopewell Township
Mercer County, NJ
January 2018

Legend

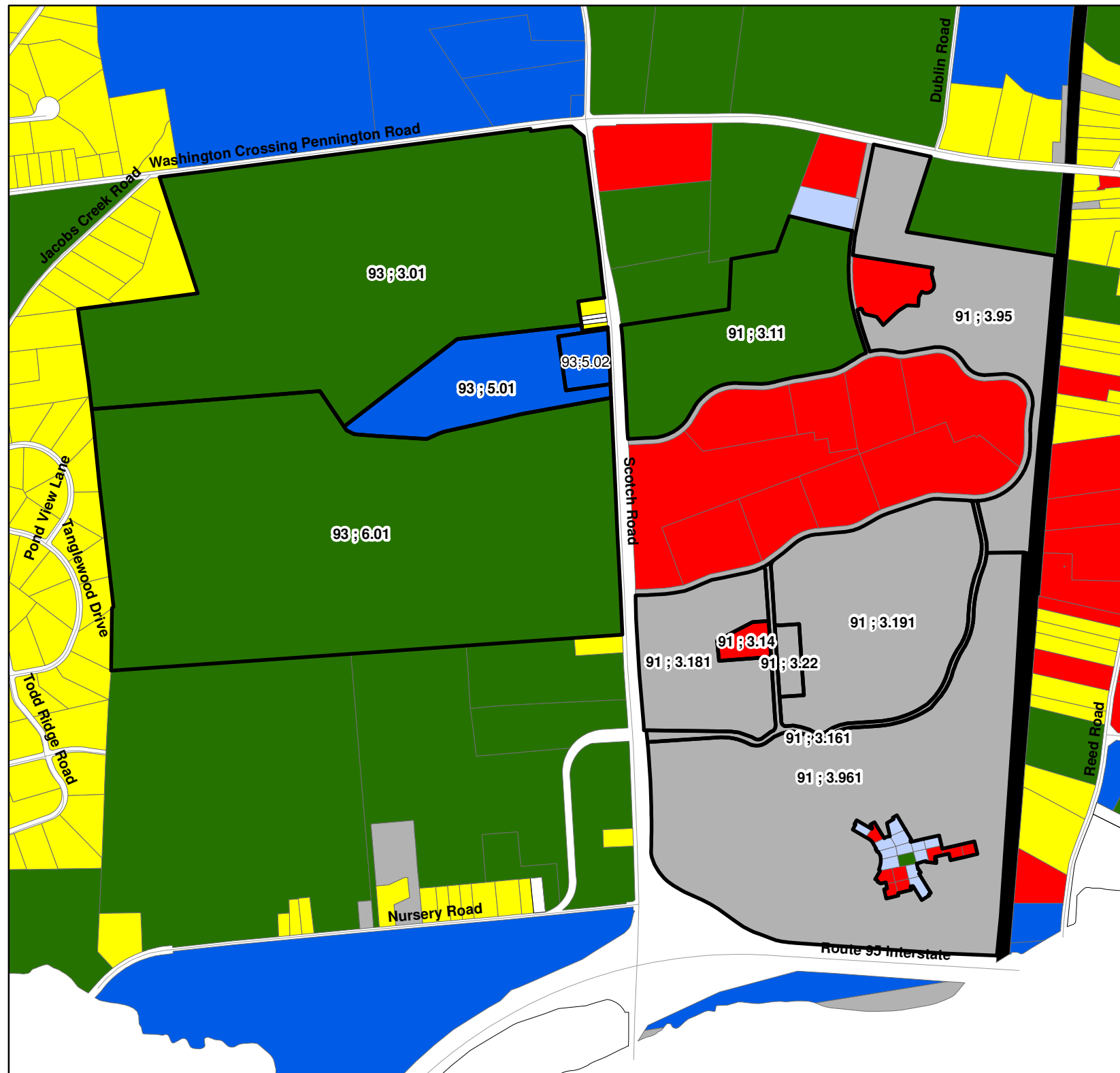
-  Subject Properties
-  No data
-  Vacant
-  Public Property
-  Other Exempt
-  Residential
-  Farm Qualified
-  Commercial
-  Railroad

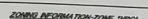


Data Sources:
 NJGIN Parcels 2011
 NJDOT Roadway Network
 NJOGIS 2015 Aerial Photography

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.

BANISCH
 ASSOCIATES, INC.
 Planning and Design





REQUIREMENT
6 ADRES
J00
600
J00
60 (month)
60
J00
J00



1 HERBERT CERTIFY THAT THIS MAP COMPLETES THE PROVISIONS OF CHAPTER 141, TITLE 198B, AND FURTHER CERTIFY THAT IT HAS BEEN APPROVED FOR FILING IN THE OFFICE OF THE COUNTY CLERK OF HERBERT COUNTY BY THE "PROVIDER AUTHORITY". THE HERBERT TOWNSHIP PLANNING BOARD, THE TOWNSHIP BOARD, THE BOARD OF SUPERVISORS, AND THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF HERBERT, HERBERT COUNTY, MISSOURI, HAVE REVIEWED THIS MAP AND HAVE BEEN ADVISED BY THE BOARD OF SUPERVISORS AND THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF HERBERT, HERBERT COUNTY, MISSOURI, THAT THE MAP HAS BEEN MADE UNDER SUPERVISION AND COMPLIES WITH THE PROVISIONS OF THE "JOINT FILING LAW", AND THAT THE COUNCILOR CHIEF CLERK HAS REVIEWED THE MAP AND HAS BEEN ADVISED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HERBERT, HERBERT COUNTY, MISSOURI, THAT THE MAP COMPLETES THE PROVISIONS OF CHAPTER 141, TITLE 198B, AND FURTHER CERTIFY THAT IT HAS BEEN APPROVED FOR FILING IN THE OFFICE OF THE COUNTY CLERK OF HERBERT COUNTY BY THE "PROVIDER AUTHORITY".

11/1/17
DATE

ROBERT A. BAKER
N.J. LAND SURVEYOR NO. 36753

1249-11
DATE

12-19-19
DATE

AN APPROPRIATE TIME
IF THAT A BOND HAS BEEN

12-19-19

DATE 12.17.17

12-19-17
DATE

12/19/17
DATE

DATE 12/12/1

DATE 12/18/12

2. THE PROPERTY INTERESTS/RIGHTS/INTERESTS SHOWN HEREON WERE PROVIDED BY AKA (CONDUCTING THIS ENGINEERING, C/PN 18-02-07, BASED UPON AERIAL PHOTOGRAPHY DATED 12/2017) AND COORDINATE SHOWN HEREON ARE REFERENCED TO THE NEW STATE STATE PLANNING COMMISSION'S SYSTEM (NORTH AMERICAN DATUM 2011). THE PROPERTY INTERESTS/RIGHTS/INTERESTS SHOWN HEREON WERE PROVIDED BY AKA (CONDUCTING THIS ENGINEERING, C/PN 18-02-07, BASED UPON AERIAL PHOTOGRAPHY DATED 12/2017).

3. THE PROPERTY LOCATED HEREON IS CURRENTLY LOCATED IN ZONES "X2" AND "X3".

4. AKA RESPONSIBILITY FOR LIABILITY IS ASSIGNED BY THE SATELLITE FOR LOCATION OF UTILITY OF EASEMENTS, IF ANY, LOCATED BELOW THE SURFACE OF THE LAND, AND ANY UTILITY OR EASEMENT ON THE SURFACE OF THE LAND, AND ANY UTILITY OR EASEMENT ON THE SURFACE OF THE LAND.

5. ALL EASEMENTS, RIGHTS, AND INTERESTS SHOWN HEREON ARE FOR REFERENCE ONLY AND DO NOT CONSTITUTE A PLAN OR A MAP.

6. OVERLAP OR GAPS BETWEEN SHOWN HEREON WERE PREVIOUSLY FOUND ON SET FOR NEEDED INTERESTED PARTIES.

7. PROPERTY LINES/RIGHTS/INTERESTS SHOWN HEREON HAVE TAKEN FROM AERIALS AND INTERESTED PARTIES HAVE BEEN ADVISED OF THE SAME. THE PROPERTY LINES/RIGHTS/INTERESTS SHOWN HEREON ARE FOR REFERENCE ONLY AND DO NOT CONSTITUTE A PLAN OR A MAP. THE PROPERTY LINES/RIGHTS/INTERESTS SHOWN HEREON ARE FOR REFERENCE ONLY AND DO NOT CONSTITUTE A PLAN OR A MAP.

				HOPWELL TECHNOLOGY SCALE 1" = 400'		MOORE CO. 10/17/07	
KENNETH R. RAIKE		11/17/07		11/17/07		11/17/07	
N.J. PROFESSIONAL LAND SURVEYOR LIC. NO. 08 36753		11/17/07		11/17/07		11/17/07	

FILED IN THE MERCER COUNTY CLERKS OFFICE ON DEC. 21, 2017 AS MAP NO. 4127

T H P H P
M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 2.d

Inclusionary Development Sites

Woodmont

**TOWNSHIP OF HOPEWELL,
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 17-1666

**AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR THE
WOODMONT AREA IN NEED OF REDEVELOPMENT IN
ACCORDANCE WITH N.J.S.A. 40A:12A-7 AND AMENDING CHAPTER
XVII, "LAND USE AND DEVELOPMENT," ARTICLE VIII, "ZONING-
GENERAL PROVISIONS," SECTION 17-138.b, "ZONING DISTRICTS"
TO ADD SUB-PARAGRAPH 20 TO THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF HOPEWELL**

WHEREAS, the Township Committee of the Township of Hopewell, County of Mercer, directed the Planning Board to undertake a preliminary investigation as to whether certain areas within the municipality met the statutory criteria for declaring the lands an area in need of redevelopment on May 8, 2017 as memorialized in Resolution No. 17-172; and

WHEREAS, the Planning Board of the Township of Hopewell, County of Mercer conducted the preliminary investigation to determine if Block 78.09, Lot 21, the "Woodmont Site" met one or more of the criteria for such designation pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, the Planning Board, after the conclusion of a public hearing held on July 27, 2017, adopted Resolution No. 17-013 finding and concluding that the Woodmont Site satisfies the criteria for redevelopment area designation set forth in N.J.S.A. 40A: 12A-5c, 5d, 5e and 5h and recommending to the Township Committee that the study area was an area in need of redevelopment; and

WHEREAS, the Township Committee favorably received the recommendation of the Planning Board and by the adoption of Resolution No. 17-013, dated July 27, 2017, established the Woodmont Redevelopment Area, among others; and

WHEREAS, Resolution No. 17-013 also authorized the preparation of a redevelopment plan for any portion or the entirety of the area in need of redevelopment; and

WHEREAS, the Township Committee finds that the redevelopment plan adopted herein is designed to implement a comprehensive redevelopment strategy to overcome blighting conditions in the Woodmont Site and is intended to improve the quality of life of the residents, landowners, business owners and visitors thereto to the Township of Hopewell through new investment for business and job creation; and

WHEREAS, the Township Committee desires to adopt the Woodmont Redevelopment Plan, dated October 2, 2017, attached hereto for the Woodmont Redevelopment Area designated as Block 78.09, Lot 21 on the tax assessment maps of the municipality, constituting the Woodmont Site.

NOW, THEREFORE BE IT ORDAINED, that the Township Committee of the Township of Hopewell adopts the following provisions:

Section 1. Adoption of the Woodmont Redevelopment Plan. The Township Committee hereby adopts the Woodmont Redevelopment Plan, dated October 2, 2017, prepared by Francis J. Banisch AICP/PP, and hereby adopted by reference and incorporated into this ordinance as if sent forth at length.

Section 2. Establishment of the Redevelopment Ordinance Title. This ordinance may be known and cited as, “The Woodmont Redevelopment Ordinance of the Township of Hopewell, Mercer County, New Jersey”.

Section 3. Purpose and Intent. The purpose and intent of this ordinance is to further the following goals and objectives.

- A. To return the property to productive use through the efforts of private capital and ownership.
- B. To provide appropriate development standards to guide and facilitate the redevelopment of the Woodmont property in a manner consistent with the overall redevelopment goal;
- C. To encourage high quality architectural design and construction of new buildings within the redevelopment area;
- D. To utilize “green” building techniques and sustainable design features in both the site design and commercial building design consistent with the goals and objectives of the Hopewell Township Master Plan

Section 4. Redevelopment Authority. The Township Committee shall act as the “Redevelopment Authority” pursuant to N.J.S.A. 40A-12A-4.c for purposes of implementing the Woodmont Redevelopment Plan and carrying out redevelopment projects. In doing so, the Township Committee shall have all of the powers set forth in N.J.S.A. 40A:12A-8 to effectuate its duties and responsibilities in the execution and implementation of the redevelopment plan.

Section 5. Annual Reports. Pursuant to the requirements of N.J.S.A. 40A:12A-43, the municipality shall submit an annual report to the Commissioner of the Department of Community Affairs of the State of New Jersey indicating the name, location and size of all projects undertaken in the redevelopment area.

Section 6. Section 17-138.b of the Land Use and Development Ordinance of the Revised General Ordinances of the Township of Hopewell shall be amended to add paragraph 20, as follows:

- 20. The official zoning map of the Township of Hopewell was amended on October 23, 2017 [such date being the date of the final passage of this ordinance] to designate Block 78.09 Lot 21 as the Woodmont Redevelopment Area pursuant to N.J.S.A. 40A:12A-7.c.

Section 7. Continuation. In all other respects, the Code of the Township of Hopewell shall remain unchanged.

Section 8. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 9. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Township of Hopewell, then the restriction which imposes the greater limitation shall be enforced.

Section 10. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

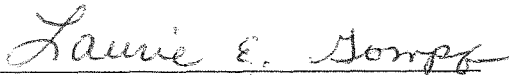
Section 11. Enactment. This Ordinance shall take effect after final passage and publication in the manner prescribed by law.

Date Introduced: October 2, 2017
Date Advertised: October 6, 2017
Date Adopted: October 23, 2017



Kevin D. Kuchinski
Mayor

Attest:



Laurie E. Gompf
Municipal Clerk

Redevelopment Plan

for

Block 78.09, Lot 21

Hopewell Township
Mercer County

establishing the

***Inclusionary Multi-Family – 1 Zone
(IMF-1)***

October 2, 2017

Prepared by:
Hopewell Township Committee
With Assistance from:
Banisch Associates, Inc.

Table of Contents

1.	INTRODUCTION	3
1.1	BASIS FOR THE PLAN	3
1.2	REDEVELOPMENT PLANNING PROCESS.....	3
1.3	OVERVIEW OF REDEVELOPMENT AREA.....	4
1.4	OVERVIEW OF REDEVELOPMENT PLAN	5
2.	CONTEXT, VISION AND GOALS.....	5
2.1	CONTEXT	5
2.2	GOALS & OBJECTIVES.....	6
2.3	VISION	6
2.4	REDEVELOPMENT PLAN'S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN.....	7
3.	LAND USE AND BUILDING REQUIREMENTS.....	11
3.1	PERMITTED USES	11
3.2	BULK AND AREA REQUIREMENTS.....	11
3.3	VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS.....	12
3.4	OTHER REQUIREMENTS.....	12
3.5	VARIANCES AND INAPPLICABLE ORDINANCES	13
3.6	MUNICIPAL COOPERATION WITH UTILITIES	14
4.	REDEVELOPMENT ACTIONS.....	14
4.1	OUTLINE OF PROPOSED ACTIONS	14
4.2	PROPERTIES TO BE ACQUIRED	14
4.3	RELOCATION.....	15
4.4	ADMINISTRATIVE PROVISIONS	15
5.	PLAN CONSISTENCY REVIEW	15
5.1	RELATIONSHIP TO LAWRENCE TOWNSHIP MASTER PLAN.....	15
5.2	RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN.....	15
5.3	RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN	15
6.	GENERAL PROVISIONS	16
6.1	AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE.....	16
6.2	DEFINITIONS.....	16
6.3	VARIANCE REQUESTS.....	16
6.4	REQUESTS FOR DESIGN EXCEPTIONS.....	17
6.5	SITE PLAN AND SUBDIVISION REVIEW	17
6.6	AFFORDABLE HOUSING	18
6.7	ADVERSE INFLUENCES	18
6.8	NON-DISCRIMINATION PROVISIONS	18
6.9	DURATION OF THE PLAN	19
7.	OTHER PROVISIONS	19
7.1	STATEMENT ABOUT REDEVELOPMENT	19
7.2	PROCEDURE FOR AMENDING THE APPROVED PLAN.....	20
	APPENDIX A.....	21

1. INTRODUCTION

1.1 BASIS FOR THE PLAN

This Redevelopment Plan has been prepared pursuant to New Jersey's Local Redevelopment and Housing Law (LRHL) for Lot 21 in Block 78.09 ("Redevelopment Area"), located at Federal City Road, adjoining I-95 in southern Hopewell (see Figure 1 – Aerial Photo of Redevelopment Area).

The property consists of approximately 22 acres. With the exception of a small triangular area along Federal City Road that lies in Lawrence Township, the property is located in the southeastern corner of Hopewell Township.¹ The property is zoned for single-family detached homes, but its location - adjoining an access ramp to Interstate 95 - makes it a less attractive location for single-family detached homes.

The site has been included as a compliance site in a settlement agreement with Fair Share Housing Center (FSHC) and is an integral part of the Township's plan to address its 1999 – 2025 housing obligation. A settlement agreement with Woodmont Properties, L.L.C (Woodmont) provides for the development of this property with a neighborhood of 300 rental units, of which at least 48 (16%) will be affordable to very low, low and moderate income households.

Hopewell Township Committee Resolution No. 17-172, directed the Hopewell Township Planning Board to determine if the subject property qualified as a non-condemnation area in need of redevelopment. The Planning Board recommended that the site be determined an area in need of redevelopment, pursuant to a July 2017 Preliminary Investigation Report. This Redevelopment Plan has been prepared at the direction of the Hopewell Township Committee.

1.2 REDEVELOPMENT PLANNING PROCESS

The LRHL details the process that a municipality must follow to utilize the State's redevelopment powers. The adoption of a redevelopment plan is a precondition for the use of these powers, which permit municipalities to plan and zone in a manner that can remedy the blighting effects of underperforming, outdated or obsolete land uses and structures.

After adoption of a redevelopment plan, the municipality may:

- Negotiate and collect revenues from a redeveloper to defray the costs of the redevelopment entity

¹ For purposes of this Plan, the term "property" shall refer to the portion within Hopewell Township only.

- Clear any area owned or acquired and install, construct or reconstruct public infrastructure essential to the preparation of sites for use in accordance with the redevelopment plan.
- Contract for professional services.
- Contract with public agencies or redevelopers for the undertaking of any project or redevelopment work.
- Lease or convey property or improvements to any party without public bidding.

According to the Local Redevelopment and Housing Law (NJSA 40A: 12A-1, et seq.), the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definitive local objectives, including appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements;
3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area;
4. Identification of properties to be acquired, if any;
5. Any significant relationship of the Redevelopment Plan to the Master Plans of contiguous municipalities, the County and the State Development and Redevelopment Plan;
6. Enumeration of deed-restricted affordable units in the redevelopment area and their disposition.

**Redevelopment
Planning
Process
In New Jersey**
NJ.S.A. 40A:12A-1 et seq.

4. Planning Board completes the public hearing and recommends to governing body whether to designate all or part of study area as an area in need of redevelopment

1. Governing Body by resolution directs the Planning Board to undertake a preliminary investigation of whether an area meets redevelopment criteria and to conduct a public hearing

5. Governing Body, if in agreement with Planning Board recommendation, adopts a binding resolution designating all or part of a proposed area as a redevelopment area

2. Planning Board examines the study area and maps the boundaries of proposed redevelopment area(s) along with the basis for the investigation

6. Governing Body authorizes preparation of a redevelopment plan

3. Planning Board sets a date for a public hearing and gives public notice describing the boundaries of the area, and where the map is available for public inspection

7. Planning Board reviews the redevelopment plan for consistency with Master Plan

8. Governing Body holds a public hearing and adopts the Redevelopment Plan by Ordinance

1.3 OVERVIEW OF REDEVELOPMENT AREA

Hopewell Township occupies the northwest corner of Mercer County, and is afforded advantageous regional highway access via I-95, which straddles the Township's southern boundary. Figure 2 illustrates the land use character on and immediately adjoining the Redevelopment Area in Hopewell Township, which includes a mixture of religious and educational uses, as well as the residential and commercial/office uses across Federal City

Road in Lawrence Township. Major transportation infrastructure, in the form of I-95, which borders the parcel on the north, provides direct regional access to the Interstate highway network. While State data misclassifies the church to the south of the site on Figure 2, Figure 3 – Property Tax Class – clarifies that it is indeed a church.

The 22-acre subject property is occupied by one single-family dwelling and several accessory buildings. The accessory buildings include several storage buildings and a discontinued garden center and farm market. While the property is mostly developable upland, NJDEP mapping indicates the presence of wetlands along the westerly edge of the property, as seen on Figure 2.

A portion of the site is used by a landscaping business for storage of mulch, landscape materials and equipment. A cellular tower is also located on the site adjacent to I-95. The accessory buildings are in marginal to poor condition, except for the 4-bay garage behind the former garden center, which is in good condition.

The property's location adjacent to I-95 and resulting highway noise make it less desirable for single family residential development, as currently permitted, but access to I-95 makes it an attractive rental location.

1.4 OVERVIEW OF REDEVELOPMENT PLAN

This Redevelopment Plan, which creates an inclusionary multi-family residential zone, advances local community planning objectives related to the provision of affordable housing as part of a balanced housing plan. The inclusionary development serves as a transitional use that will blend well in the community context, and will create high quality rental housing opportunities that are in short supply in Hopewell Township. The redevelopment area's advantageous location will provide the residents with regional access advantages.

2. CONTEXT, VISION AND GOALS

2.1 CONTEXT

The 2009 Hopewell Township Land Use Plan, which echoes the goals, objectives and policies of the 2002 Hopewell Township Master Plan, includes the property within the R-100 Zone. When public water and sewer are available, the R-100 permits single-family homes on lot sizes as small as 20,000 square feet². At the time of adoption of the 2002 Master Plan and the 2009 Land Use Plan, Hopewell Township had no reliable guidance regarding its post 1999 affordable housing obligation. Nonetheless, Hopewell Township's continuing efforts to address its post 1999 constitutional fair share obligation resulted in 149 post-1999 affordable units and credits.

² The ordinance permits a cluster provision on 7,000 square foot lots.

The Township has recently received Court approval to address a 1999–2025 affordable housing obligation of 1,141 low- and moderate-income housing units and, after substantial deliberation, has determined that the subject property is an appropriate site to permit higher-density inclusionary development.

The property is well-situated to provide for inclusionary residential development, having sufficient developable land to accommodate the development, all necessary infrastructure and advantageous regional highway access. The site is also well situated to create an education-focused community, with two (2) institutions of higher learning (The College of New Jersey and Rider University) within a 1.5 mile radius and with ready pedestrian and bicycle access to the adjoining Mercer County Technical School. Improved connectivity will be provided in the form of sidewalks along Federal City Road and walking paths within the new neighborhood.

This Plan establishes the vision for redevelopment of the property and identifies opportunities and constraints specific to the site. It also identifies the intended future uses, their arrangement and design and method of implementation of the plan.

2.2 GOALS & OBJECTIVES

This Redevelopment Plan is a key component of Hopewell Township’s comprehensive strategy to address its affordable housing obligation. This Plan aims to:

- Aid Hopewell Township in addressing its affordable housing obligation (1999-2025) through creation of a planned neighborhood of higher-density inclusionary housing at the site (IMF-1)
- Advance Hopewell’s long-standing goal to provide a wider variety of housing types within the Township
- Guide redevelopment on the property to ensure that the new housing opportunities created will be desirable and marketable
- Present development standards that will protect the character of surrounding areas of Hopewell Township
- Encourage aesthetically pleasing architectural design, layout and finishes
- Lay out a vision for redevelopment that incorporates strategies to create a “sense of place” at the property
- Examine planning documents from surrounding municipalities, Mercer County and NJ SDRP for consistency

2.3 VISION

The “bookend generations” – Baby-boomers and Millennials – are increasingly demanding alternatives to single family dwellings on individual lots. Taking advantage of direct access to I-95 and surrounding regional employment, shopping and recreational opportunities, the IMF-

1 zone will provide multiple family housing that appeals to households of varying sizes, ages, and income levels.

This new neighborhood of aesthetically pleasing, low-maintenance, apartments and townhouses will promote an active lifestyle and will address the housing needs of millennials, aging baby boomers, high-level professionals and young families looking to make Hopewell Township their home. Amenities will include recreation facilities, including clubhouse, tot lot, walkways and bike paths. These units will also bring residents who come to the Township looking for its many attributes and later choose to buy a home here.

The units will be arranged to maximize connectivity and echo a traditional neighborhood design, with a central green that is well-defined by use of “street walls.” Amenities including recreational buildings, clubhouses, tot lots, barbeque patios and other common areas will be connected with pathways to promote walking and bicycling on site.

Adaptive reuse should be explored for the Hunt/Fitzpatrick House, one of only 41 properties in the Township listed on or eligible for listing on the National Register of Historic Places. The Historic Preservation Plan cites that the home’s eligibility for listing on the National Register according to the State Historic Preservation Office (SHPO opinion 6/23/1982). The Historic Preservation Plan seeks to safeguard our heritage and foster civic pride in the history and architecture of Hopewell Township, in part by “managing change to historic landmarks and historic districts by *encouraging sensitive alteration and/or new construction*”. Redeveloper shall make the Hunt House available for relocation to any preservation group approved by the Township. The timing of the relocation shall be at Redeveloper’s direction so as to not delay development and the cost of relocation shall be borne by the group moving the structure.”

With a focus on design that promotes the health, happiness and wellbeing of residents, the IMF-1 zone puts a special emphasis on human-scale streetscape elements (such as benches and streetlights) and landscaping that incorporates native plants, trees and shrubs.

2.4 REDEVELOPMENT PLAN’S RELATIONSHIP TO HOPEWELL TOWNSHIP MASTER PLAN

Hopewell Township has spent the past several years examining opportunities for affordable housing to address its constitutional fair share obligation. Primary among the Township’s objectives has been the identification of realistic opportunities for the creation of affordable housing. Block 78.09, Lot 21 has been found to provide such opportunity through inclusionary residential development.

This Redevelopment Plan is consistent with the following basic principles of the 2002 Master Plan and its goals and objectives:

- a. A variety of housing and a balance of opportunities to live, work and play in safe and attractive surroundings should be provided in part by identifying locations and developing criteria for mixed use development.

Rationale: The rezoning of this site will expand and diversify the local housing stock and will assist low and moderate-income households in finding decent, safe, affordable housing. It will diversify the municipal housing stock and also assist young people and older households looking to live in a high-quality rental community with upscale amenities.

- b. An efficient circulation system that promotes important circulation linkages, retains the character of the rural road network and provides for safe vehicular, pedestrian, equestrian and bicycle movements should be maintained.

Rationale: The subject property is located adjacent to an interchange to I-95, which permits access to and from Route 95 northbound. Therefore, the redevelopment of the subject property is an efficient use of the existing highway system and will allow people to travel to and from the north without impacting local rural roads. In addition, train service to Philadelphia is a six to seven minute ride from the site. A network of pedestrian and bicycle pathways will be incorporated into the neighborhood design.

- c. Farmland and open lands should be retained and the impacts of development should be limited throughout the valley and mountain areas in part by allowing the use of techniques to encourage development to designated villages and hamlets.

Rationale: The subject property is not actively farmed and is not in the valley and mountain areas where preservation is a priority for the Township. Compact development in locations like this helps limit development impacts in the mountain and valley areas.

- d. To protect the rural character and unique sense of place of the Township.

Rationale: The subject property has been developed with a single family dwelling, a former nursery and a large cell tower installation and is adjacent to I-95. The decision to direct higher-density housing development to the site may alleviate some development pressure in other areas of the Township that are more rural in character.

- e. To promote the goals and objectives of Hopewell Township through the incorporation of local policies and strategies that respond to the basic premises, intent and purposes of the State Development and Redevelopment Plan and the Mercer County Master Plan.

Rationale: Pursuant to the settlement agreement between Hopewell Township and FSHC, the subject property will be an integral part of the Township's response to its affordable housing obligation. The State Planning Commission has placed the site in Planning Area 2, an area in which the State Development and Redevelopment Plan (SDRP) encourages growth and the production of inclusionary development. The Mercer County Master Plan supports the goals and objectives of the SDRP. More information about how this Redevelopment Plan

relates to the SDRP and Mercer County's Master Plan can be found in section 6, Plan Consistency Review.

- f. To continue and expand upon land use policies that promote controlled development at suitable locations and appropriate intensities by directing and limiting the more intense development to areas where sanitary sewer service and public water supplies exist or are planned, and by discouraging the extension of growth-inducing infrastructure into rural areas.

Rationale: The SDRP locates the site in Planning Area 2, a location where infrastructure is planned and growth is encouraged. The site is particularly appropriate for higher density housing due to:

- its immediate access to Interstate 95
 - the ability to provide public water and sewer to the site (located within ELSA sewer service area)
- g. To provide for a variety of housing types which respond to the needs of households of varying size, age and income, persons with disabilities and emerging demographic characteristics.

Rationale: Over the past 40 years, household sizes have been steadily decreasing, while there has been an increase in the percentage of older households. The demographic trends indicate that virtually all of New Jersey's growth over the next 20 years will be in smaller households that are under 35 and over 55. These are households that tend to rent, and demographers that study changes in household formation on housing demand project a strong increase in demand for rental housing.

Regarding the younger households, the Joint Center for Housing Studies at Harvard University concludes:

Meanwhile, the aging of the millennial generation over the coming decade will lift the number of households in their 30s by 2.4–3.0 million, depending on immigration trends. But these numbers vastly understate the impact of this group on housing demand since they will account for most newly formed households in the coming decade. Indeed, the millennials will make up fully 24 million new households between 2015 and 2025, *thus driving up demand for rentals and starter homes.*³ (emphasis provided)

In addition, the Joint Center for Housing Studies at Harvard University notes the following national trend regarding rentals:

Two broad trends will drive future growth in renters: the imminent surge in the number of older households and the increasing racial/ethnic diversity of younger age groups. Over the coming decade, the number of renters aged 65 and older is projected to rise by about 2.2 million and

³ State of the Nation's Housing, 2014, page 16.

account for roughly half of all renter growth. *The aging of the population also means that the share of renters that are single persons or married couples without children will soar.*

The redevelopment at the subject property thus responds not only to a wide range of incomes, but also to the varying household size and age characteristics, and emerging demographic trends that will continue to impact the Township and the region.

- h. To promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.

Rationale: The redevelopment of the subject property is an integral part of a settlement to address the Township's 1999 – 2025 fair share. It is located adjacent to Interstate 95; this direct connection to a major highway will connect residents to regional employment opportunities. A short drive (6-7 minutes) allows residents access to direct train service to Philadelphia, New York and throughout the Northeast Corridor.

- i. To provide a range of housing opportunities within the Township, with densities and lot sizes that respond to the capabilities and limitations of natural systems and available infrastructure.

Rationale: The IMF-1 zone provides an opportunity to expand the range and diversity of Hopewell's housing supply. The subject property lies within the ELSA sewer service area.

- j. To establish transportation policies and programs that improve connections among housing, employment and commercial uses, including provisions for vehicular and pedestrian travel and bicycle paths.

Rationale: The subject property is consistent with this goal in that the housing has a direct access to employment and commercial opportunities through its location at Interstate 95's interchange. Pedestrian and bicycle circulation systems will be incorporated in the design to connect open space and common areas.

- k. To control development in rural areas so that traffic will not exceed the capacity of the existing rural road network and historic bridges to provide safe, efficient and convenient traffic movements based on rural road service standards designed to minimize the character of the community.

Rationale: The use of the subject property as a higher density affordable housing site will limit traffic on rural roads because of its direct access to Interstate 95.

The spirit of Hopewell Township's Master Plan goals and objectives has served to guide this Redevelopment Plan, ensuring it promotes the Township's long-standing goals and objectives, and that the resulting redevelopment will harmonize with established nearby neighborhoods and preserve the high quality of life in Hopewell.

3. LAND USE AND BUILDING REQUIREMENTS

This Redevelopment Plan shall supersede Hopewell's Land Use and Management Ordinance (Chapter 17) in the event of conflict. The general standards set forth in the Hopewell Township Land Use Ordinance shall continue to apply except when inconsistent with the standards set forth in this Redevelopment Plan.

This Redevelopment Plan provides for the development of a multi-family residential inclusionary neighborhood on at least 20 acres that will include 300 non-age restricted rentals, including 16% non-age restricted rentals affordable to very low, low and moderate income households. An appropriate integrated architectural theme shall be utilized throughout the development including principal and accessory buildings and structures and all signage.

3.1 PERMITTED USES

Principal permitted uses include a variety of multi-family dwelling types, including:

- garden apartments,
- townhouses,
- dwelling, plex, and
- stacked flats (multi-family dwelling containing three or more dwelling units vertically and/or horizontally).

Accessory uses include utility structures and facilities, off-street parking facilities, solid waste facilities and structures designed for recreation or community use, private garages and carports, a swimming pool with outdoor dining area, dog runs, tot lots and pedestrian and bicycle paths. There shall be a community clubhouse with fitness room and club room, as well as a furnished model, management and leasing offices and maintenance facilities.

Monument signs, which may be located at the entrance to the development, shall not be internally illuminated and shall be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.

3.2 BULK AND AREA REQUIREMENTS

- | | |
|------------------------------|----------|
| A. Minimum Lot Area | 20 acres |
| B. Minimum Lot Frontage | 150 feet |
| C. Minimum Building Set-back | |
| 1. Front yard | 100 feet |

2. Side/Rear yard	35 feet
3. Building to Building	20 feet
D. Maximum Impervious Coverage	40%
E. Maximum Density	The lesser of 300 units or 15 units/acre
F. Maximum Building Height	4 stories and 75 feet, provided that four (4) story buildings shall be set-back 300 feet.
G. Parking	
1. Spaces per unit	1.5
2. Set-back from property line	20 feet
3. Distance from building	10 feet
H. Minimum landscaped buffer adjacent to existing public streets and property lines	20 feet
H. Minimum set aside of very, low and Moderate-income units	16%

3.3 *VERY LOW, LOW AND MODERATE INCOME HOUSING REQUIREMENTS*

- A. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.
1. Affordable housing units shall be affordable family rentals and shall not be age-restricted.
 2. The affordable housing units shall be located in not less than two buildings
 3. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

3.4 *OTHER REQUIREMENTS*

- A. Building Design. The design of the buildings shall be residential and not institutional and shall conform to the following:
1. Architectural elevations and floor plans shall be provided for each type of building.
 2. Maximum length of buildings shall not exceed 225 feet.

3. Variations in setback, materials, colors and design including breaks in the building façade shall be encouraged to reduce and separate the building mass.
4. Rooflines shall be pitched. If flat roofs are provided, they shall incorporate design techniques to shield any roof mounted equipment.
5. All HVAC and mechanical equipment shall be adequately screened from view.
6. All multiple family dwelling buildings and all accessory buildings and structures, including signs, shall be designed in a unified architectural style.
7. Building design shall include spare electrical conduit to permit future installation of rooftop mounted solar.

B. Circulation.

1. A boulevard street entry shall be provided.
2. Pedestrian and/or bicycle circulation systems shall be designed to extend through and connect with open space and common areas.

C. Open Space.

1. A minimum of 30 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space.
2. No more than one-half of the minimum 30 percent of land area may be wetlands, wetlands buffer, 100-year flood plains or lands with a topographic slope of 15 percent or greater.
3. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.

D. Utilities/Services. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.

E. Stormwater. Stormwater designs shall be in a form as naturalized as possible and shall promote water quality, minimize maintenance and provide for groundwater recharge.

3.5 *VARIANCES AND INAPPLICABLE ORDINANCES*

- A. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.

- B. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
- C. The developer of a redevelopment project proposing the construction of affordable housing shall be entitled to request relief from asserted cost generative features in the Township's land use ordinances as authorized by N.J.A.C. 5:93-10.1, *et seq.*

3.6 MUNICIPAL COOPERATION WITH UTILITIES

- A. The Township shall confirm in writing its support of submission and applications for all utilities (specifically water and sewer) and all necessary government agency or private utility approvals related to all aspects of the development within five (5) business days of a written request for such support from the developer. Specifically, the Township shall assist the developer in discussions with ELSA, Mercer County, NJDOT, NJDEP, the DRCC and any other public or private entity with which the developer must deal in order to develop the subject property, including any effort the developer may make to decrease the fees charged by ELSA. The Township shall assist in acquiring rights-of-way or easements if necessary. The township will support the use of other redevelopment tools prescribed by law .

4. REDEVELOPMENT ACTIONS

4.1 OUTLINE OF PROPOSED ACTIONS

Construction of new structures and other improvements will take place as proposed in this Redevelopment Plan. The redeveloper will be required to enter into a Redeveloper's Agreement with the Township that stipulates the precise nature and extent of the improvements to be made and their timing and phasing shall be governed as permitted therein.

4.2 PROPERTIES TO BE ACQUIRED

This Redevelopment Plan will not require Hopewell to acquire any privately-owned property within the Redevelopment Area.

4.3 *RELOCATION*

This Redevelopment Plan will not displace or relocate any residents or businesses within the Plan Area.

4.4 *ADMINISTRATIVE PROVISIONS*

Redevelopment activities within the Redevelopment Area shall comply with all requirements in any executed redevelopment agreement between a designated redeveloper and the Township of Hopewell.

5. **PLAN CONSISTENCY REVIEW**

5.1 *RELATIONSHIP TO LAWRENCE TOWNSHIP MASTER PLAN*

The property is adjacent to Hopewell's border with Lawrence Township., where the zoning to the north is R-1 and to the east is professional office. The redevelopment of the subject property will not have a substantial impact on the Lawrence Township Master Plan, as:

- the area of Lawrence abutting the subject property is virtually fully developed;
- the proposed land use is consistent with other land uses in the area; and
- I- 95 will accommodate much of the proposed community's traffic.

Route 95 will separate the subject properties from all development to the north in Lawrenceville. The land to the east of Federal City Road has been developed as professional offices, single-family housing and a multi-family age restricted community (Traditions Way).

5.2 *RELATIONSHIP TO THE MERCER COUNTY MASTER PLAN*

The Mercer County Master Plan (amended in 2016) supports the basic goals, objectives and strategies of the State Development Redevelopment Plan. It focuses on combatting urban sprawl and capitalizing on available transportation infrastructure. The use of the subject property for inclusionary development is consistent with the following housing and transportation goals (MCMP pages 30 and 32):

1. Focus on housing needs of the work force.
2. Address the housing needs of both lower-income and moderate-income households
3. Through planning efforts, continue to make efficient use of existing road infrastructure including the implementation of access management concepts to maximize the efficiency of the existing roadway system.

5.3 *RELATIONSHIP TO STATE DEVELOPMENT AND REDEVELOPMENT PLAN*

The site lies in Planning Area 2 (PA2). The SDRP envisions itself as a growth management plan and PA2 is one of the areas in which the SDRP promotes growth, including higher density inclusionary development. PA2 is a preferred location for inclusionary development. The SDRP's goals for PA-2 include:

- a. Guiding development in more compact forms,
- b. Encouraging densities that promote transit,
- c. Providing for a full range of housing choices, and
- d. Encouraging redevelopment.

The SDRP is designed to use land and transportation infrastructure efficiently and minimize commuting times. The subject property is located at an interchange to Interstate 95 and is a short drive from rail service. It is a convenient location for households looking for a well situated base from which to commute to work or travel to regional shopping and recreational facilities.

The adopted housing policies of the State Development and Redevelopment Plan (SDRP) are specifically advanced by this redevelopment plan, as seen in the highlighted excerpt below:

#6. Housing – Preserve and expand the supply of safe, decent and reasonably priced housing while meeting the constitutional mandate with respect to affordable housing through improved planning, regulatory reform, supportive infrastructure investments, housing subsidies, tax and discounted fee incentives and municipal property tax relief in ways that are consistent with the vision and goals of the State Plan.

6. GENERAL PROVISIONS

6.1 AMENDMENT TO ZONING MAP AND LAND DEVELOPMENT ORDINANCE

The Zoning Map of the Township of Hopewell is hereby amended to indicate the location of the Inclusionary Multifamily Development - 1 Zone and reference this Redevelopment Plan.

6.2 DEFINITIONS

The "Definitions" section of the Township's Land Development Ordinance shall govern unless a word is otherwise defined herein.

6.3 VARIANCE REQUESTS

Hopewell Township's Master Plan goals and policies have been designed to permit managed growth in appropriate locations and to protect the many valuable environmental and cultural features of the natural and man-made landscape. These primary objectives continue to govern this redevelopment plan.

Within this context, the Hopewell Township Planning Board may grant variances from the regulations within this Redevelopment Plan, where by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, the strict application of any bulk regulation adopted pursuant to this Redevelopment Plan would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the redeveloper.

The Hopewell Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this 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 Redevelopment Plan.

An application for site plan approval shall provide public notice of such application and shall further identify all requested variances from the regulations contained herein.

Notwithstanding the above, no variances shall be granted that would permit a use or principal structure not permitted by the Redevelopment Plan or an increase in the maximum permitted floor area ratio or an increase in the maximum permitted height of a principal structure by more than 10 feet or 10%, whichever is less, which can only be modified by a duly adopted amendment to this Redevelopment Plan.

6.4 REQUESTS FOR DESIGN EXCEPTIONS

The Hopewell Planning Board may grant exceptions from the “should” regulations contained within this Redevelopment Plan as may be reasonable and within the general purpose and intent of this Redevelopment Plan or if the literal enforcement of one or more provisions is impractical or will exact undue hardship because of peculiar conditions related to the property in question.

6.5 SITE PLAN AND SUBDIVISION REVIEW

Within the Redevelopment Area, subdivisions and/or site plans providing for the demolition of existing improvements and construction of new buildings and other improvements shall be prepared in accordance with the requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and shall be submitted by the redeveloper for review and approval by the Township of Hopewell Planning Board.

To assure the comprehensive and coordinated development of the Redevelopment Area, any site plan presented to the Hopewell Planning Board shall be consistent with the terms of this Redevelopment Plan and shall include at least the following elements:

- An overall development plan (bubble diagram) for the Redevelopment Area identifying land use types, building heights, floor areas of each building and the number of residential units.
- Architectural elevations, renderings and floor plans.
- A streetscape plan, indicating the overall design, locations and materials to be used, including pavements, trees and other plantings and any street furniture.
- Parking, loading and vehicular access plan. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area on adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency.
- Landscape plan.
- Utility plan.
- Stormwater management plan.
- Lighting plan
- Phasing plan.

No permits shall be issued for construction of buildings within the Redevelopment Area until the Hopewell Planning Board has granted final site plan approval for such improvements.

The criteria for the consideration and approval of the site plan shall be in conformance with the requirements of this Redevelopment Plan, the site plan provisions of the Township of Hopewell Land Use Ordinance and the executed Redevelopment Agreement between the redeveloper and the Township of Hopewell.

6.6 AFFORDABLE HOUSING

Any redeveloper shall be required to build and set aside at least 16% of the total number of units as affordable housing, in any redevelopment agreement between the redeveloper and the Township of Hopewell.

6.7 ADVERSE INFLUENCES

No use shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

6.8 NON-DISCRIMINATION PROVISIONS

No covenant, lease, conveyance or other instrument shall be affected or executed by the Township Committee or by any redeveloper or any of his successors or assignees, whereby the sale, lease, use or occupancy of land within the Redevelopment Area is restricted on the basis of race, creed, color, sexual orientation or national origin. Appropriate covenants, running with the land in perpetuity, shall prohibit any such restrictions and shall be included in the disposition instruments.

6.9 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 30 years from the date of approval of this plan by the Township Committee.

7. OTHER PROVISIONS

7.1 STATEMENT ABOUT REDEVELOPMENT

In accordance with N.J.S.A. 40A:12A-1 et seq., known as The Local Redevelopment and Housing Law, the following statements are made:

- The Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements. The Plan has laid out various programs and strategies needed to be implemented in order to carry out the Plan objectives.
- The Redevelopment Plan lays out the proposed land uses and building requirements for the Redevelopment Area.
- The Redevelopment Plan does not envision a need to acquire privately-owned properties or to relocate any residents or businesses.
- The Redevelopment Plan is substantially consistent with the Master Plan for the Township of Hopewell. The Plan is also complies with the goals and objectives of the New Jersey State Development and Redevelopment.
- This Redevelopment Plan shall supersede all provisions of the Zoning and Land Development Regulations of the Township of Hopewell regulating development in the area addressed by this Redevelopment Plan, except where stated otherwise within the text of this Plan. Final adoption of this Plan by the Township Committee shall be considered an amendment of the Township of Hopewell Zoning Map.
- If any section, paragraph, division, subdivision, clause or provision of this Redevelopment Plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause or provision so judged, and the remainder of this Redevelopment Plan shall be deemed valid and effective.

7.2 PROCEDURE FOR AMENDING THE APPROVED PLAN

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of state law. A non-refundable application fee shall be paid pursuant to site plan fee schedule found in Section 126-35 "Fees" by the party requesting such amendment, unless the request is issued from any agency of Hopewell Township. The Township Committee, at its sole discretion, may require the party requesting the amendments to prepare a study of the impact of such amendments, which study must be prepared by a professional planner licensed in the State of New Jersey.

APPENDIX A

Zoning Amendment Creating the IMF-1 Zone

Amend the Land Use and Management Ordinance and Zoning Map to establish a new Inclusionary Multi-Family– 1 (IMF-1) District subject to the following requirements:

Inclusionary Multi-Family–1 (IMF-1) District

This IMF-1 Zone provides for a multi-family residential inclusionary neighborhood that will include up to 300 non-age restricted rental units, including at least 48 (16%) non-age restricted rentals affordable to very low, low and moderate income housing units.

Permitted Uses

- A. Multi-family dwellings consisting of:
 - 1. Garden apartments.
 - 2. Townhouses.
 - 3. Dwelling, plex
 - 4. Stacked flats, in a multi-family dwelling building, which may contain three or more dwelling units vertically with each unit having its own private entrance.
- B. Accessory Uses
 - 1. Structures designed for recreation or community use as a part of the multi-family dwelling development.
 - 2. Private garages and carports.
 - 3. Swimming pools with outdoor dining area, outdoor barbeque and party deck.
 - 4. Dog runs.
 - 5. Tot lots.
 - 6. Walking paths
 - 7. Barbeque patios.
 - 8. Off-street parking facilities.
 - 9. Community clubhouse with fitness room, club room, business center and furnished model.
 - 10. Management and leasing offices.
 - 11. Maintenance office/garage building not to exceed one (1) story in height and 1,500 square feet in floor area. The façade design shall match the residential structures.
 - 12. Solid waste and recycling facilities.
 - 13. Monument signs located at entrance to be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.
 - 14. Utility structures and facilities needed to provide the direct service of gas, electricity, telephone, water, sewerage and cable television.

C. Bulk and Area Requirements

A. Minimum Lot Area	20 acres
B. Minimum Lot Frontage	150 feet
C. Minimum Building Set-back	
1. Front yard	100 feet
2. Side/Rear yard	35 feet
3. Building to Building	20 feet
D. Maximum Impervious Coverage	40%
E. Maximum Density	The lesser of 300 units or 15 units/acre
F. Maximum Height of Building and/or Rooftop Equipment	4 stories and 75 feet, provided that any four (4) story buildings shall be set-back 300 feet.
G. Parking	
1. Spaces per unit	1.5
2. Set-back from property line	20 feet
3. Distance from building	10 feet
H. Minimum landscaped buffer adjacent to existing public streets and property lines	20 feet
I. Minimum set aside of very, low and moderate income units	16%

D. Very Low, Low and Moderate Income Housing Requirements

Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.

1. Affordable housing units shall be affordable family rentals and shall not be age-restricted.
2. The affordable housing units shall be located in one or more buildings.
3. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

E. Other Requirements

1. Site Design

Any application for development or redevelopment shall include at least the following elements:

- A. An overall development plan for the Redevelopment Area identifying land use types, building heights, floor areas of each building and the number of residential units.
- B. Architectural elevations, renderings and floor plans.
- C. A circulation and streetscape plan, indicating the overall design with a boulevard street entry, and locations and types of materials to be used, including pavements, trees and other plantings and any street furniture. Pedestrian and/or bicycle circulation systems shall be designed to extend throughout the development and connect with open space and common areas.
- D. Parking, loading and vehicular access plan. A traffic circulation analysis shall analyze traffic conditions in the project vicinity and identify existing traffic problem areas as well as the cumulative effect of traffic from the redevelopment area on adjacent and affected roadways. Shared parking arrangements are permissible, subject to a showing of parking sufficiency.
- E. Landscape plan.
- F. Open Space Plan
 - 1. A minimum of 30 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space.
 - 2. No more than one-half of the minimum 30 percent of land area may be wetlands, wetlands buffer, 100-year flood plains or lands with a topographic slope of 15 percent or greater.
 - 3. The site landscape design shall include a component to assist the township in meeting Tree City qualifications.
- G. Utility plan. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.
- H. Stormwater management plan - Stormwater designs shall be in a form as naturalized as possible and shall promote water quality, minimize maintenance and provide for groundwater recharge.
- I. Lighting plan
- J. Phasing plan

F. Variances and Inapplicable Ordinances

1. The Planning Board is authorized to grant (C) variances from the redevelopment standards and other zoning standards that are not superseded by the redevelopment plan. The Planning Board is also authorized to grant waivers from design standards.
2. In order to achieve the number of affordable units and related market rate units provided for in the settlement agreement, the site design may require deviation from strict application of certain municipal design standards. In all cases, NJDEP Flood Hazard Area rules, wetland rules including wetland buffers shall be complied with. Should deviations from stream corridor standards be necessary, stream corridor averaging shall be used to minimize the total area of stream corridor that is lost because of the deviation.
3. The developer of a redevelopment project proposing the construction of affordable housing shall be entitled to request relief from asserted cost generative features in the Township's land use ordinances as authorized by N.J.A.C. 5:93-10.1, *et seq.*

G. Municipal Cooperation with Utilities

1. The Township shall confirm in writing its support of submission and applications for all utilities (specifically water and sewer) and all necessary government agency or private utility approvals related to all aspects of the development within five (5) business days of a written request for such support from the developer. Specifically, the Township shall assist the developer in discussions with ELSA, Mercer County, NJDOT, NJDEP, the DRCC and any other public or private entity with which the developer must deal in order to develop the subject property, including any effort the developer may make to decrease the fees charged by ELSA. The Township shall make available redevelopment tools for the subject property as fully as permitted by law.

H. Redeveloper's Agreement

The Redeveloper shall enter into an agreement with the municipality pursuant to the provisions of N.J.S.A. 40:55D-39 within 90 days of a memorialized Board resolution of final site plan approval setting forth variations from ordinary standards for preliminary and final approval to provide increased flexibility and promote mutual agreement between the applicant and the municipality at the time of conceptual master site plan approval. The substance of the Redeveloper's Agreement shall be consistent with the laws of the State of New Jersey, the Hopewell Land Use Code and the conditions and standards applicable to development in the zone. The Redeveloper's Agreement shall be in a form satisfactory to the Township Attorney, and may include, but is not limited to, provisions relating to the following:

- Building layout and use.
- Signage: Criteria to ensure a harmonious signage design for the entire development, which shall include lettering style, lighting standard types, sign material and sign lighting.
- Architecture: Architectural design standards to ensure that the development will result in an aesthetically-harmonious design which may include external building materials, fenestration, color, mechanical penthouse screening and roof appearance where visible from adjoining buildings of higher elevation. Upon application by the developer and upon approval of the Planning Board, architectural criteria may be revised from time to time.
- Lighting plan: to ensure a uniform lighting plan to provide safe and attractive lighting for exterior roads, interior roads and driveways, parking lots, walkways and landscape display lighting.
- Landscaping: to ensure retention of natural vegetation, landscaping of parking areas, landscaping of building sites and the screening of trash collection and removal areas, buffering and wind shielding, pedestrian and bike linkages between buildings and the entire tract to encourage free passage while discouraging conflict with vehicular traffic.
- Recreation: Active and passive recreational facilities, such as jogging and fitness trails, passive sitting areas, and other athletic facilities shall be provided for the benefit of building occupants.
- Maintenance: Developer's obligation to maintain: provisions for maintenance and repair by the developer, or his successors, of building exteriors, trash removal and maintenance of internal roadways, landscaping, buffered areas and open spaces.
- Payment In Lieu Of Taxes Agreement

I. Plan Amendment

Amendments to the Redevelopment Plan may be adopted in order to meet changing circumstances within and affecting the Redevelopment Area and the Township, but any site plan must be consistent with the adopted or amended Redevelopment Plan and conform to the design requirements of the ordinance.

TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY

RESOLUTION #17-383

**RESOLUTION OF THE TOWNSHIP OF HOPEWELL AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH
WOODMONT PROPERTIES, LLC AND FEDERAL CITY ROAD, LLC
IN CONNECTION WITH THE BLOCK 78.09, LOT 21
REDEVELOPMENT AREA**

WHEREAS, the New Jersey Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the “**Redevelopment Law**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Redevelopment Law confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Redevelopment Law, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the Township of Hopewell (the “**Township**”) has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, the Township Committee (the “**Township Committee**”) designated an area in the Township identified as Block 78.09, Lot 21 on the tax maps of the Township as an “area in need of redevelopment” (the “**Redevelopment Area**”) under the Redevelopment Law; and

WHEREAS, on October 23, 2017, the Township Committee adopted Ordinance #17-1666 adopting the “*Redevelopment Plan for Block 78.09, Lot 21*” (the “**Redevelopment Plan**”) for the Redevelopment Area; and

WHEREAS, Woodmont Properties, LLC and Federal City Road, LLC (collectively, the “**Redeveloper**”) are the contract purchasers of the Redevelopment Area, and are developers with resources and experience suitable for the proposed redevelopment thereof; and

WHEREAS, the Redeveloper proposes to redevelop the Redevelopment Area by constructing thereon approximately 300 residential units, including 252 market rate units and 48 affordable units, with amenities, including a clubhouse and maintenance building (the “**Project**”); and

WHEREAS, on November 13, 2017, the Township Committee adopted a resolution conditionally designating the Redeveloper as the redeveloper of the Redevelopment Area, subject to the successful negotiation and execution of a redevelopment agreement; and

WHEREAS, the Township has determined that the Redeveloper meets all necessary criteria, including financial capabilities, experience and expertise, and, as a result, has determined to designate the Redeveloper as the redeveloper for the Redevelopment Area and to enter into an agreement (in the form attached hereto as Exhibit A, the “**Redevelopment Agreement**”), which specifies terms of the redevelopment of the Redevelopment Area and the rights and responsibilities of the Township and the Redeveloper with respect to the Project.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hopewell, in the County of Mercer, New Jersey, as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. Woodmont Properties, LLC and Federal City Road, LLC are hereby jointly designated as redeveloper of the Redevelopment Area, pursuant to the Redevelopment Law, for purposes of carrying out the Project, in accordance with the terms of the Redevelopment Agreement.

3. (a) The Mayor is hereby authorized and directed to execute the Redevelopment Agreement, and any associated project agreement referenced therein, in the substantially the same form as that on file with the Township Clerk.

(b) The Clerk of the Township is hereby authorized and directed, upon the execution of the Redevelopment Agreement or other related project agreement, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to thereupon affix the corporate seal of the Township.

4. If any part(s) of this Resolution shall be deemed invalid, such part(s) shall be severed and the invalidity thereof shall not affect the remaining parts of this Resolution.

5. This Resolution shall take effect immediately.

Date Adopted: November 27, 2017

CERTIFICATION

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE COPY OF A *Resolution* ADOPTED
BY THE HOPEWELL TOWNSHIP COMMITTEE
AT A MEETING HELD

November 27, 2017

DATE

Laurie E. Gompf

LAURIE E. GOMPf, MUNICIPAL CLERK

EXHIBIT A
REDEVELOPMENT AGREEMENT

REDEVELOPMENT AGREEMENT

BY AND AMONG

TOWNSHIP OF HOPEWELL, NEW JERSEY,

as the Redevelopment Entity

and

WOODMONT PROPERTIS, LLC,

AND

FEDERAL CITY ROAD, LLC

together, as the Redeveloper

Dated as of Nov. 27, 2017

REDEVELOPMENT AGREEMENT (the “Agreement” or “Redevelopment Agreement”), dated as of Nov. 27, 2017, by and among:

THE TOWNSHIP OF HOPEWELL, a municipal corporation of the State of New Jersey with offices at 201 Washington Crossing Pennington Road, Hopewell, New Jersey 08560, acting in the capacity of a redevelopment entity pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* as amended and supplemented (the “Redevelopment Law”) (the “Township”),

and

WOODMONT PROPERTIES, LLC, a New Jersey limited liability company with offices at 100 Passaic Avenue, Fairfield, New Jersey 07004 and its successors and assigns, including any designated urban renewal entity formed consistent with the provisions of N.J.S.A. 40A:20-1 *et seq.* (the “Woodmont Properties”),

and

FEDERAL CITY ROAD, LLC, a limited liability company formed under the laws of the State of New Jersey with offices at c/o Robertson Douglas Group, 788 Shrewsbury Avenue, Suite 104, Tinton Falls, New Jersey and its successors and assigns, including any designated urban renewal entity formed consistent with the provisions of N.J.S.A. 40A:20-1 *et seq.* (the “Federal City Road” and together with Woodmont Properties, the “Redeveloper” and, together with the Township, the “Parties”).

W-I-T-N-E-S-S-E-T-H:

WHEREAS, on July 7, 2015, the Township filed an action in the Superior Court of New Jersey, Mercer County, bearing Docket No. MER-L-1557-15 (the “Action”), seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 *et seq.*, in accordance with In re N.J.A.C. 5:96 and 5:97; and

WHEREAS, the Redeveloper intervened in the Action; and

WHEREAS, the Parties, along with other intervenors and interested parties (collectively, the “Litigation Parties”) engaged in mediation and ultimately agreed to settle the Action and to present that settlement to the trial court; and

WHEREAS, the Litigation Parties entered into that certain settlement agreement, dated June 12, 2017, as amended by the certain amendment, dated July 13, 2017 (as amended, the “Settlement Agreement”), in which the Litigation Parties agreed, among other things, on the Township’s overall affordable housing obligation, rather than allowing such obligation to be determined by unpredictable court adjudication; and

WHEREAS, in the Settlement Agreement, the Litigation Parties set forth the manner in which each Party would redevelop certain areas of the Township, including the construction of

certain residential components that include specific numbers of residential units affordable to households of low and/or moderate income; and

WHEREAS, the Township Committee unanimously approved the Settlement Agreement; and

WHEREAS, the trial court approved the Settlement Agreement after conducting a Fairness Hearing on August 28, 2017; and

WHEREAS, the Redevelopment Law provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the Township identified and designated Block 78.09, Lot 21 as set forth on the tax maps of the Township as an "area in need of redevelopment" (the "**Redevelopment Area**") and adopted a redevelopment plan for the Redevelopment Area, entitled the "Redevelopment Plan for Block 78.09, Lot 21", as the same may be amended and supplemented (the "**Redevelopment Plan**"); and

WHEREAS, the Redeveloper is the contract purchaser of the Redevelopment Area, and is a developer with resources and experience suitable for the proposed redevelopment thereof; and

WHEREAS, the Redeveloper proposes to redevelop the Redevelopment Area by constructing there approximately 300 residential units, including 252 market rate units and 48 affordable units, with amenities, including a clubhouse and maintenance building (as more particularly described in **Exhibit 1** hereto, the "**Project**"); and

WHEREAS, on November 13, 2017, the Township adopted a resolution conditionally designating the Redeveloper as the redeveloper of the Redevelopment Area, subject to the successful negotiation and execution of a redevelopment agreement; and

WHEREAS, in order to set forth the terms and conditions under which the Parties will carry out their respective obligations with respect to the construction of the Project in accordance with the Redevelopment Plan and the Settlement Agreement, the Parties have determined to execute this Redevelopment Agreement; and

WHEREAS, on November 27, 2017, the Township adopted a resolution designating the Redeveloper as the redeveloper of the Redevelopment Area and authorizing the execution of this Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

SECTION 1.01. Definitions. In this Redevelopment Agreement, words that are capitalized, and which are not the first word of a sentence, are defined terms. The capitalized terms defined in the preambles hereto shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Redevelopment Agreement shall mean:

"Affiliate" means with respect to the Redeveloper, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Redeveloper. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of voting securities or by contract or otherwise.

"Appeal Period" shall mean the period of time specified by statute or court rule within which an appeal may be taken by any Party from the grant of any Governmental Approval, and includes the period for filing an appeal to an appellate court after entry of a judgment or decision by a lower court or administrative agency.

"Applicable Law" means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority which, in any case, shall be enacted, adopted, promulgated, issued or enforced by any Governmental Authority, and/or court of competent jurisdiction that relates to or affects the Parties or either of them, the Redevelopment Area, the Project, or any portion thereof, the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights under this Redevelopment Agreement, including without limitation, the Municipal Land Use Law and the Redevelopment Law.

"Certificate of Completion" means a certificate issued by the Township upon Completion of the Project pursuant to Section 7.02 hereof in the form attached as **Exhibit 2**.

"Certificate of Occupancy" means a Certificate of Occupancy (temporary or permanent), as such term is defined in the New Jersey Administrative Code, issued with respect to the Project.

"Commence[ment of] Construction" means the undertaking by Redeveloper of any actual physical construction of any portion of the Project, including site preparation, environmental remediation, construction of new structures or construction or upgrading of infrastructure.

"Comple[t]e, [ed] or [ion]" means with respect to the Project, or any portion thereof, that (a) all work related to the Project, or a portion thereof, or any other work or actions to which such term is applied has been completed, acquired and/or installed in accordance with this Redevelopment Agreement and in compliance with Applicable Laws so that (i) the Project, or any portion thereof that has been completed, as the case may be, may, in all respects, be used and operated under the applicable provisions of this Redevelopment Agreement, or (ii) with respect

to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed, (b) all permits, licenses and approvals that are required in order that a Certificate of Completion can be issued for the Project, or any portion thereof that have been completed, or such other work or action to which such term is applied are in full force and effect, and (c) such "Completion" has been evidenced by a written notice provided by the Redeveloper (with respect to the Project, or any portion thereof) in the form of **Exhibit 1** to the form of Certificate of Completion attached hereto as **Exhibit 2**.

"Completion Date" means the date that the Project is Completed.

"Control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

"Declaration" is defined in Section 6.05 hereof and the form of which is attached hereto as **Exhibit 3**.

"Effective Date" means the date on which this Redevelopment Agreement is executed by the last of the Parties to so execute same, or such other date as may be agreed to by the Parties.

"Engineering Controls" means any mechanism to contain or stabilize contamination or to ensure the effectiveness of a Remediation. Engineering Controls may include, without limitation, caps, covers, dikes, trenches, leachate control systems, signs, fences and physical access barriers.

"Environmental Laws" means all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes and administrative orders or decrees, directives or judgments relating to environmental contamination or damage to or protection of the environment, including, but not limited to, the *Comprehensive Environmental Response, Compensation and Liability Act* ("CERCLA") (42 U.S.C. §§ 9601-9675); the *Resource Conservation and Recovery Act of 1976* ("RCRA") (42 U.S.C. §§ 6901, *et seq.*); the *Clean Water Act* (33 U.S.C. §§ 1251, *et seq.*); the *New Jersey Spill Compensation and Control Act* (the "Spill Act") (N.J.S.A. 58:10-23.11, *et seq.*); *ISRA*; the *New Jersey Underground Storage of Hazardous Substances Act* (N.J.S.A. 58:10A-21, *et seq.*); the *New Jersey Water Pollution Control Act* (N.J.S.A. 58:10A-1 *et seq.*); the *New Jersey Environmental Rights Act* (N.J.S.A. 2A:35A-1, *et seq.*); and the rules and regulations promulgated thereunder.

"Escrow Account" is defined in Section 2.04.

"Estoppel Certificate" is defined in Section 3.04.

"Event of Default" means the occurrence of any Redeveloper Event of Default or Township Event of Default, as the case may be, and as further defined in Section 11.01 hereof.

"Exhibit(s)" means any exhibit attached hereto which shall be deemed to be a part of this Redevelopment Agreement as if set forth in full in the text hereof.

"Financial Agreement" means an agreement, substantially in the form attached hereto as **Exhibit 4**, to be executed by the Township and the Urban Renewal Entity pursuant to the Long Term Tax Exemption Law.

"Force Majeure" is defined in Section 11.02.

"Foreclosure" is defined in Section 10.03(b).

"Governmental Approvals" means all necessary reviews, consents, permits or other approvals of any kind legally required by any local, county, state or federal governmental or quasi-governmental entity required to be obtained in order to construct the Project.

"Governmental Authority" means the federal government, the State, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity with authority or jurisdiction over any part of the permitting, Remediation, construction or operation of the Project or the Project Area, or pursuant to Environmental Laws including without limitation, the Planning Board and the NJDEP.

"Hazardous Substance" means any element, compound, material, mixture, substance, chemical or waste that is listed as hazardous or toxic, or a pollutant or contaminant, in any Environmental Law.

"Holder(s)" is defined in Section 10.01(a).

"Institutional Controls" means a mechanism used to limit human activities at or near a contaminated site, or to ensure the effectiveness of a Remediation over time, when contaminants remain at the contaminated site in levels or concentrations above the applicable remediation standard that would allow unrestricted use of the site. Institutional Controls may include, without limitation, structure, land and natural resource use restrictions, classification exception areas, well restrictions areas and deed notices.

"ISRA" means the Industrial Site Recovery Act, as amended (N.J.S.A. 13:1K-6 *et seq.*).

"Long Term Tax Exemption Law" means N.J.S.A. 40A:20-1 *et seq.*, as amended and supplemented.

"Municipal Land Use Law" means N.J.S.A. 40:55D-1 *et seq.*, as amended and supplemented.

"Natural Resource Damages" means the loss, liability or damages owed to any natural resource trustee, including, without limitation, a state, the federal government or Indian tribe, to compensate for the loss or injury to natural resources.

"NJDEP" means the New Jersey Department of Environmental Protection.

"Permitted Transfers" is defined in Section 8.03.

"Person" means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, institution, or any other entity.

"Planning Board" or **"Township Planning Board"** means the Planning Board of the Township of Hopewell.

"Progress Meetings" is defined in Section 4.01.

"Progress Report" is defined in Section 4.02.

"Project Costs" means the costs of designing, permitting and constructing the Project; including the cost of land and soft costs associated with construction.

"Project Schedule" means the schedule for the design, permitting, financing, construction and completion of the Project by the Redeveloper, as set forth in **Exhibit 5** hereto.

"Redeveloper Covenants" is defined in Section 6.04.

"Redeveloper Event of Default" means, with respect to the Redeveloper, an Event of Default as defined in Section 12.01.

"Remediat[e], [ed], [ing] or [ion]" means the investigation, study, planning, design, clean-up, removal, containment, disposal, dispersal, treatment (including, but not limited to, in-situ and ex-situ treatment), management, remediation (including, but not limited to, the use of Engineering Controls and Institutional Controls, stabilization, neutralization of Hazardous Substances required by Governmental Authority and/or pursuant to Environmental Laws which allows for the Project, including, but not limited to any operations, maintenance, and monitoring activities that may be required after completion of the foregoing.

"Section" means a section or subsection of this Redevelopment Agreement.

"Scheduled Completion Date" means the anticipated Completion Date as set forth in the Project Schedule attached hereto as **Exhibit 5**, subject to any extensions granted in accordance with this Redevelopment Agreement.

"State" means the State of New Jersey.

"Substantial Completion" or **"Substantially Completed"** means that the requirements set forth in clauses (a) through (c), inclusive, of the definition of "Completion" have been satisfied, with the exception of certain immaterial portions of the work relating to the Project that have been Completed, or such other work remains to be Completed as long as (a) the Redeveloper, with respect to the Project, has prepared and delivered to the Township a "punch list" of items requiring completion or correction in order for the Redeveloper to fully comply with the terms of this Redevelopment Agreement, (b) "punch list" items have been reasonably agreed to by the Township, and (c) such "punch list" items are capable of being Completed within ninety (90) days of the date that Completion is certified, as set forth in the written notice provided under (c) of the definition of Completion, or such later date as is mutually acceptable to

the Parties, as long as the public health, welfare or safety is not impaired by such additional time for Completion; and provided further however, that all such "punch list" items shall be Completed under all circumstances within (i) one hundred eighty (180) days following the date that Completion is certified, as provided above, with respect to the exterior of any buildings and (ii) three hundred sixty-five (365) days following the date that Completion is certified, as provided above, with respect to the interiors of any buildings. "Substantial Completion" shall be evidenced by issuance of a temporary Certificate of Occupancy for the Project, or any portion thereof that has been Substantially Completed.

"Township Costs" is defined in Section 2.03.

"Township Committee" means the governing body of the Township.

"Township Event of Default" means, with respect to the Township, an Event of Default, as such term is defined in Section 11.01 hereof.

"Township Indemnified Parties" means the Township and its officers, elected officials, agents, employees, contractors and consultants.

"Transfer" is defined in Section 8.02.

"Urban Renewal Entity" means an urban renewal entity formed by the Redeveloper (including the Redeveloper itself if the Redeveloper converts to an urban renewal entity) in accordance with the Long Term Tax Exemption Law and this Redevelopment Agreement to construct the Project.

"Utilities" means municipal water, sanitary sewer and storm water facilities and natural gas, electricity, and voice and data transmission facilities.

SECTION 1.02. Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies

hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) Each right of the Township to review or approve any actions, plans, specifications, or other obligations of the Redeveloper hereunder shall be made by the Township official(s) with legal authority to conduct such review or grant such approvals. Any review contemplated by this Redevelopment Agreement shall be made in a timely manner. Upon request of the Redeveloper, the Township shall inform the Redeveloper of all officials with the required authority.

(g) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(h) Unless otherwise indicated, any "fees and expenses" shall be required to be actual, out of pocket, customary and reasonable.

[END OF ARTICLE I]

ARTICLE II FINANCIAL OBLIGATIONS

SECTION 2.01. The Redeveloper's Financial Commitment. The Redeveloper represents and warrants that to the best of Redeveloper's knowledge and belief, it has obtained or can obtain, and intends to commit the requisite equity and debt financing, in an amount necessary to implement and complete the Project.

SECTION 2.02. Project Costs. All costs of implementing this Redevelopment Agreement and completing the Project, including Township Costs as specified in Section 2.03 hereof, and the costs incurred by the Redeveloper will be borne by the Redeveloper.

SECTION 2.03. Township Costs. In addition to the Redeveloper's estimated costs for the Project, the Redeveloper agrees to provide funding to the Township for all reasonable out-of-pocket costs incurred by the Township in connection with the redevelopment of the Project Area (the "**Township Costs**"). Township Costs shall include, but not be limited to, any fees and costs of any professional consultant, contractor or vendor retained by the Township in connection with the Project, including attorneys, technical consultants, planners, financial consultants and appraisers, among others, and all out-of-pocket costs and expenses of the Township.

SECTION 2.04. Payment of Township Costs. The Redeveloper agrees that it will reimburse the Township for all Township Costs in accordance with the terms hereof. The Redeveloper agrees that it will establish a non-interest bearing escrow account (the "**Escrow Account**"), having an initial balance of twenty thousand dollars (\$20,000). The Redeveloper agrees that it will replenish the Escrow Account in the event that the balance drops below five thousand dollars (\$5,000). Funds in the Escrow Account will be applied to the payment or reimbursement of the Township Costs as provided in this Redevelopment Agreement, including costs that were incurred prior to the date hereof in accordance with the terms of this Section 2.04. At least ten (10) days prior to making any disbursement from the Escrow Account, written notice of the proposed disbursement shall be mailed to the Redeveloper, setting forth: (a) the amount of the disbursement; (b) the name of the person, company or entity designated to receive payment; and (c) a description, in reasonable detail, of the particular cost to be paid or reimbursed in accordance with this Redevelopment Agreement (including hours worked and billing rates). If the Redeveloper does not object to such disbursement within ten (10) days of receipt of such notice, the Redeveloper will be deemed to have acquiesced to the same. As of the Completion Date, as evidenced by the issuance of the Certificate of Completion, or upon termination of this Redevelopment Agreement, except in the event of a termination caused by an Event of Default by the Redeveloper, any money remaining in the Escrow Account shall be disbursed to the Redeveloper within sixty (60) days after issuance of the Certificate of Completion or the termination of this Redevelopment Agreement and the terms of this Section 2.04 shall survive the issuance of the Certificate of Completion or termination of this Redevelopment Agreement for such sixty (60) day period. The Parties make reference to the Interim Costs Agreement between them dated November 20, 2017 (the "**Interim Costs Agreement**"), which established an escrow account to pay Township Costs prior to the date of this Agreement. To the extent there is any balance in that escrow account as of the date hereof, such balance shall be transferred to the Escrow Account and shall be credited against the initial required balance set

forth above. To the extent there is a deficiency in that escrow account to pay for such costs incurred prior to the date of this Agreement that are required to be paid in accordance with the terms of the Interim Cost Agreement, then such costs shall be paid from the funds in the Escrow Account in accordance with the terms hereof. The Interim Costs Agreement is hereby terminated. Notwithstanding anything to the contrary contained herein, if the Township retains a different professional or consultant in the place of any professional originally responsible for any aspect of the project, the Township shall be responsible for all time and expenses of the new professional to become familiar with the project and the Township shall not bill Redeveloper or charge the escrow account for any such services.

SECTION 2.05. Governmental Approval Fees. The Redeveloper will pay all fees for permits required by any Governmental Authority for the construction and development of the Project. The Redeveloper shall pay all other permit fees, which include any permit fees payable by the Township or Redeveloper to all required Governmental Authorities other than the Township, or for which the Township is required to reimburse other Governmental Authorities or is required to pay other third party contractors retained by or on behalf of the Township to perform services that the Township would otherwise be required to perform itself.

SECTION 2.06. Application for Tax Exemption; Urban Renewal Entity. As of the Effective Date, an Urban Renewal Entity created by the Redeveloper has submitted to the Township an application for tax exemption in accordance with the Long Term Tax Exemption Law and the terms of the Financial Agreement, which shall provide, *inter alia*, that the Urban Renewal Entity shall construct the Project and shall make annual payments to the Township in lieu of taxes in an amount set forth in the Financial Agreement. The Redeveloper shall have the right to terminate this Agreement upon written notice to the Township if the Township and the Urban Renewal Entity have not duly executed and delivered to each other the Financial Agreement within one hundred and twenty (120) days after the Effective Date. If this Agreement is terminated pursuant to the terms of this Section 2.06 then, except as expressly set forth herein to the contrary and upon full payment of all Township Costs accruing until the date of such termination, this Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

[END OF ARTICLE II]

ARTICLE III CONSTRUCTION OF PROJECT

SECTION 3.01. Construction of Project. The Redeveloper will construct or cause to be constructed the Project in substantial accordance with the Project Schedule, the Redevelopment Plan, the Governmental Approvals, this Redevelopment Agreement and all Applicable Law. The Redeveloper will design, permit and construct the Project Improvements, at the Redeveloper's sole cost and expense.

SECTION 3.02. Relocation of Utilities. The Redeveloper acknowledges that providers of Utilities may have certain rights with respect to the Project Area and may own certain facilities located therein. The Redeveloper agrees that it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these Utilities and improvements and easements therefore, in order to complete construction of the Project, as provided by this Redevelopment Agreement. To the extent reasonably requested by the Redeveloper, the Township shall cooperate in facilitating the installation and/or relocation of any such affected Utilities.

SECTION 3.03. Nondiscrimination During Construction; Equal Opportunity. The Redeveloper for itself and its successors and assigns agrees that in the construction of the Project:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender to the extent required by applicable law. The Redeveloper will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, or gender. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, ancestry, physical handicap age, marital status, affectional preference or gender.

(c) The Redeveloper will cause the foregoing provisions to be inserted in all contracts for any work covered by this Redevelopment Agreement so that such provisions will be binding upon each contractor and subcontractor.

SECTION 3.04. Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto, or of any Holder, purchaser, tenant or other party having an interest in the Project Area, the other party shall issue a signed certificate ("Estoppel Certificate") stating that (i) this Redevelopment Agreement is in full force and effect, (ii) there

is no default or breach under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice would result in a default or breach under this Redevelopment Agreement), or stating the nature of the default or breach or event, if any, and (iii) any other matter reasonably requested. In the event the Estoppel Certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured. No more than four (4) Estoppel Certificates may be requested per year.

[END OF ARTICLE III]

ARTICLE IV PROJECT OVERSIGHT

SECTION 4.01. Progress Meetings. The Parties agree to attend and participate in progress meetings ("**Progress Meetings**") as may be reasonably requested by either Party, to report on the status of the Project and to review the progress under the Project Schedule. The Party requesting such a Progress Meeting shall give the other Party seven (7) days advance written notice of any such meetings. The Progress Meetings shall be held in the Township Municipal Building. Prior to the meeting, representatives of the Township may visit the Project Area to inspect the progress of the work on the Project, in accordance with Section 4.03.

The agenda for the Progress Meetings shall include, but not be limited to, (a) a status report with regard to Governmental Approval submissions and approvals, (b) financial commitments, (c) construction of the Project, and (d) compliance with the Redevelopment Plan. At the Progress Meetings, this information will be evaluated by the Township to determine compliance with the terms and conditions of this Redevelopment Agreement and the Project Schedule. The Township shall have the right at all reasonable times to inspect the construction contracts, financing commitments and agreements, books and records pertinent to the construction contracts, insurance policies, and such other agreements of the Redeveloper which are pertinent to the purposes of this Redevelopment Agreement and to the Progress Meetings in order to ensure completion of the Project in accordance with the Project Schedule, provided, however, Redeveloper shall have the right to withhold from the Township's review, any materials that Redeveloper deems to be confidential and proprietary in nature.

SECTION 4.02. Progress Reports. The Redeveloper shall submit to the Township a detailed written progress report ("**Progress Report**") upon the request of the Township which shall include a description of activities completed, the activities to be undertaken prior to the next quarterly Progress Report, the status of all Governmental Approvals, an explanation of each activity, if any, which is causing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed.

SECTION 4.03. Access to Project Area. The Township and its authorized representatives shall have the right to enter the Project Area in accordance with Applicable Law to inspect the Project and any and all work in progress for the purpose of furthering its interest in this Redevelopment Agreement. In no event shall the Township's inspection of the Project (or any construction activities related thereto) be deemed acceptance of the work or be deemed to waive any right the Township has under this Redevelopment Agreement. The Township acknowledges hereby that the Project Area will be an active construction site and that the Redeveloper shall not be liable or responsible to the Township, its employees or agents for injury to person or property sustained in connection with any such inspection, except to the extent that the Redeveloper willfully or negligently violates its standard of due care owed to invitees.

[END OF ARTICLE IV]

ARTICLE V

APPROVAL OF APPLICATIONS FOR GOVERNMENTAL APPROVALS

SECTION 5.01. Applications for Governmental Approvals. (a) The Redeveloper (at its sole cost and expense) shall apply for and obtain all Governmental Approvals necessary to construct and use the Project. The Redeveloper shall provide the Township with a copy of each application for Governmental Approvals at such time as such applications are submitted.

The Redeveloper shall provide the Township with a copy of each Governmental Approval received by the Redeveloper with respect to the Project.

(b) To the extent reasonably requested by the Redeveloper, and to the extent applicable, the Township shall provide assistance and support to the Redeveloper in connection with any applications for any Governmental Approvals required to be obtained for or with respect to the Project.

(c) In the event that all necessary Governmental Approvals for the Project are not obtained from the required Governmental Authorities prior to the 180th day after the date of this Agreement, on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that the Governmental Approvals for the Project cannot be obtained on terms and conditions reasonably acceptable to Redeveloper, then Redeveloper shall have the right to terminate this Agreement upon written notice to the Township. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Agreement is terminated pursuant to the terms of this Section 8.01(c), then, except as expressly set forth herein to the contrary, this Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

SECTION 5.02. Township Cooperation. To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a governmental entity or regulatory body having competent jurisdiction over the Project), the Township shall provide its support and assistance to the Redeveloper in facilitating the review of all plans, issuance of all permits, request for inspections and the conduct of such inspections through the appropriate Township board, body or department, as applicable including, without limitation, providing timely endorsements on all water and sewer hook-up permit applications following site plan application.

[END OF ARTICLE V]

ARTICLE VI

REPRESENTATIONS AND WARRANTIES; REDEVELOPER COVENANTS

SECTION 6.01. Representations and Warranties by the Redeveloper. The Redeveloper hereby represents and warrants the following to the Township for the purpose of inducing the Township to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Redeveloper is a duly formed urban renewal entity organized under the laws of the state of New Jersey, is in good standing under the laws of the State of New Jersey, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Redevelopment Agreement.

(b) The Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(c) This Redevelopment Agreement has been duly authorized, executed and delivered by the Redeveloper; and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery thereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

(d) No receiver, liquidator, custodian or trustee of the Redeveloper has been appointed as of the Effective Date, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed as of the Effective Date.

(e) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed as of the Effective Date.

(f) No indictment has been returned against any partner of the Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement or otherwise.

(g) There are no suits, other proceedings or investigations pending or, to the best of the Redeveloper's knowledge, threatened against the Redeveloper that would have a material adverse effect on the financial condition of the Redeveloper.

(h) All materials and documentation submitted by the Redeveloper and its agents to the Township and its agents were, to the best of Redeveloper's knowledge without inquiry, at the time of such submission, and as of the Effective Date, materially accurate, and the Redeveloper shall continue to inform the Township of any material and adverse changes in the documentation

submitted. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement.

(i) Subject to obtaining financing, the Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project.

(j) The cost and financing of the Project is the responsibility of the Redeveloper. The Township shall not be responsible for any cost whatsoever in respect to same.

If reasonably requested by the Township, the Redeveloper shall, from time to time, reaffirm the representations and warranties set forth in this Section 7.01.

SECTION 6.02. Representations and Warranties by the Township. The Township hereby represents and warrants the following to the Redeveloper for the purpose of inducing the Redeveloper to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Township has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(b) This Redevelopment Agreement has been duly authorized, executed and delivered by the Township and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

(c) There is no pending or, to the best of the Township's knowledge, threatened litigation that would in any way (i) contest or seek to invalidate the Redeveloper's ability to commence performance of its obligations under the Redevelopment Agreement, or (ii) prevent the Township from performing its duties and obligations hereunder with the exception of the action captioned Deer Valley Realty, LLC v. Township of Hopewell, et al., Docket No. MER-L-002326-17 PW (the "**Deer Valley Litigation**").

(d) There are no suits, other proceedings or investigations pending or, to the best of the Township's knowledge, threatened against the Township that would have a material adverse effect on the Township's financial condition.

SECTION 6.03. Delivery of Documents by the Redeveloper. The Redeveloper has delivered certified copies of its certificate of formation and certificate of good standing prior to the execution of this Redevelopment Agreement and the Township hereby acknowledges the receipt of such documents.

SECTION 6.04. Redeveloper Covenants. Redeveloper covenants and agrees that, subject to the terms hereof, and except as explicitly provided herein (collectively, "**Redeveloper Covenants**"):

(a) The Redeveloper shall use diligent efforts to obtain all Government Approvals necessary for the construction and development of the Project. The Redeveloper shall construct, improve, operate and maintain the Project in compliance with all Governmental Approvals, and other laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder as shall be binding upon the Redeveloper under applicable laws.

(b) The Redeveloper shall use commercially reasonable efforts to (i) obtain financing for the Project, (ii) construct and develop the Project with due diligence and (iii) commence and Complete each item in the Project Schedule on or prior to the applicable date set forth in the Project Schedule and, for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period. All activities performed under this Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by reputable developers of similar developments of the character, scope and composition of the Project.

(c) The Redeveloper shall construct the Project in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, and all other Applicable Law and, in the event that the Redeveloper wishes to materially change or modify the Project, notwithstanding the fact that such material change or modification is authorized by the Redevelopment Plan, the Township's written approval (which shall not be unreasonably withheld, conditioned or delayed) must be secured prior to proceeding with any activities relating to such proposed material modifications. The Redeveloper acknowledges that the Township has relied on the Project Schedule in entering into its obligations under this Redevelopment Agreement.

(d) The Redeveloper shall fulfill its material obligations under any and all agreements it enters into with third parties with respect to the acquisition, construction, leasing, financing and other matters relating to the Project; provided, however, that this covenant is not intended to prevent the Redeveloper from contesting the scope or nature of such obligations as and to the extent provided in such agreements.

(e) The Redeveloper shall Complete the Project on or prior to the date set forth in the Project Schedule at its sole cost and expense; provided, however, that the Parties acknowledge that moneys may be made available towards the Completion of same from other outside sources. In the event that moneys made available pursuant to any outside source are not sufficient to pay the costs necessary to Complete the Project, the Redeveloper shall not be entitled to any funds from the Township.

(f) Upon completion of the development and construction of the Project, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(g) The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender in the sale, lease, sublease, transfer, use,

occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any Person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project to the extent required by applicable law.

(h) The Redeveloper shall not restrict the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Project on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender of any person.

(i) The Redeveloper shall immediately notify the Township of any material change in its financial condition from the information provided to the Township by the Redeveloper indicating the Redeveloper's financial capability to develop, finance and construct the Project in furtherance of the Township's consideration in designating the Redeveloper as the redeveloper of the Project Area.

(j) The Redeveloper shall not use the Project Area, Project, or any part thereof, for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.

(k) The Redeveloper shall not use the Project Area, Project, or any part thereof for which a Certificate of Completion has not been issued, as collateral for an unrelated transaction.

SECTION 6.05. Declaration of Redeveloper Covenants and Restrictions. The Redeveloper shall execute and record as soon as practicable following its acquisition of title to the Property a declaration of project covenant in form of **Exhibit 3** attached hereto (the "**Declaration**") imposing on the Project and the Project Area, the Redeveloper Covenants set forth in Section 6.04, and those other matters indicated in this Redevelopment Agreement to be included in the Declaration.

SECTION 6.06. Effect and Duration of the Redeveloper Covenants. It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth in Section 6.04 hereof and those elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration shall be covenants running with the land until the Project is Completed, and such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, be binding, to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to the Project, or any part thereof, the Redeveloper, its successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project, or any part thereof provided, however, that such covenants shall not be binding on any Mortgagee except in accordance with the terms of Article 11 hereof. Such agreements and covenants, however, shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the Project Area, the buildings and structures thereon, or any part thereof.

SECTION 6.07. Enforcement of Redeveloper Covenants by the Township. In amplification, and not in restriction of the provisions of this Article VI, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. The Township shall have the right, in the event of any breach of any such agreement or covenant, to terminate this Agreement in accordance with the terms of Section 11.03 hereof. This Section is not intended to confer standing to sue on any party other than the Township. Upon Completion of the Project (as evidenced by the Township's issuance of a Certificate of Completion), the conditions that were found and determined to exist at the time the Project Area was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Project.

[END OF ARTICLE VI]

ARTICLE VII

CERTIFICATES OF OCCUPANCY AND COMPLETION

SECTION 7.01. Certificate of Occupancy. The Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any building constructed as part of the Project. The Redeveloper shall take all actions required for issuance of a Certificate of Occupancy and the Township shall promptly process any applications for same.

SECTION 7.02. Certificate of Completion. The Township shall, within thirty (30) days after Completion or Substantial Completion of the Project, and receipt of a written request from the Redeveloper, issue a Certificate of Completion, provided there is not then an existing Redeveloper Event of Default. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction (in accordance with the terms of this Agreement, the Redevelopment Plan and Applicable Law) and termination of this Agreement, and of all of Redeveloper's agreements and covenants in this Agreement and shall discharge and release the lien of this Redevelopment Agreement and the Declaration from the Project Area or portion thereof, as the case may be. If the Township determines that the Redeveloper is not entitled to a Certificate of Completion, the Township shall, at the written request of the Redeveloper, within thirty (30) days of receipt of the written request, provide the Redeveloper with a written statement of the reasons the Township refused or failed to furnish a Certificate of Completion. Notwithstanding the foregoing, if the Project is Substantially Complete, the Township will issue its Certificate of Completion upon the posting of a bond (or other reasonably satisfactory security) by the Redeveloper with the Township in an amount representing 125% of the value of the work not yet completed less the amount of any completion guaranty posted for such work in accordance with the Municipal Land Use Law.

[END OF ARTICLE VII]

ARTICLE VIII

TRANSFERS

SECTION 8.01. Prohibition Against Speculative Development. The Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of redevelopment of the Project Area and not for speculation in land holding.

SECTION 8.02. Prohibition Against Transfers. The Redeveloper recognizes the importance of the redevelopment to the general welfare of the community and the public assistance to be made available by law and by the Township on the conditions stated herein for the purpose of making such redevelopment possible. The Parties acknowledge and agree that a change in control of the Redeveloper is for practical purposes a transfer or disposition of the property interest then owned by the Redeveloper, and that, therefore, the qualifications and identity of the Redeveloper and its principals are of particular concern to the Township.

In light of the foregoing, except for Permitted Transfers, during the Term of this Redevelopment Agreement, the Redeveloper shall not, without the prior written consent of the Township, which shall not be unreasonably withheld conditioned or delayed: (a) effect or permit any change, directly or indirectly, in the control of the Redeveloper prior to the issuance of the final Certificate of Completion for the Project or any portion thereof, (b) assign or attempt to assign this Redevelopment Agreement or any rights herein, or (c) make any total or partial sale, transfer, or conveyance of the whole or any part of the Project Area or Project (individually and collectively, a "Transfer").

SECTION 8.03. Permitted Transfers. (a) The Redeveloper, without violating the provisions of Section 8.02 hereof, may effect the following Transfers, to which the Township hereby consents upon receipt of notice thereof, without the necessity of further action by the Township ("**Permitted Transfers**"):

(i) security for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Redevelopment Agreement with respect to completing the Project and any other purpose authorized by this Redevelopment Agreement;

(ii) the Declaration;

(iii) a mortgage or mortgages and other liens and encumbrances (but not including mechanic's liens) for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project;

(iv) utility and other development easements;

(v) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;

(vi) a lease, rental agreement, sale (in the event of conversion to condominium) or other similar agreement with any end user of the Project;

(vii) a transfer to an Affiliate of the Redeveloper or a transfer among partners of the Redeveloper and/or trustees for their benefit;

(viii) a Transfer pursuant to a foreclosure or deed in lieu of foreclosure, and any Transfer by any Holder or any Holder's successor and/or assigns after foreclosure.

(ix) a transfer for estate planning purposes.

(x) any contract or agreement with respect to any of the foregoing exceptions.

SECTION 8.04. Notice of Permitted Transfers. With respect to any Permitted Transfers (except for a Permitted Transfer pursuant to Section 8.03 (v) or (vi)), the Redeveloper shall provide to the Township written notice at least thirty (30) days prior to such Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such transferee. The Redeveloper shall cause the transferee to execute such documentation as is reasonably requested by the Township in order to assure that the transferee has assumed all of the Redeveloper's obligations under this Redevelopment Agreement and the Declaration as to the Project (if the Redeveloper's right, title and interest in the Project is being transferred) or any portion thereof (if the Redeveloper's right, title and interest in a portion of the Project is being transferred).

SECTION 8.05. Transfers Void. Any transfer of the Redeveloper's interest in violation of this Redevelopment Agreement shall be a Redeveloper Event of Default and shall be null and void *ab initio*. Such default shall entitle the Township to seek all remedies available under the terms hereof, and those available pursuant to law or equity, including termination of this Redevelopment Agreement. In the absence of specific written consent by the Township, or a deemed approval in accordance with the terms hereof, no such sale, transfer, conveyance or assignment or approval thereof by the Township, shall be deemed to relieve the Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Article and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Article, the Township shall be entitled to the *ex parte* issuance of an injunction restraining such transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. Upon recording of the final Certificate of Completion, the provisions of the Declaration set forth in this Article as to the Project shall be deemed terminated, and the Declaration shall so state.

SECTION 8.06. Approval of Transfer. Notwithstanding anything to the contrary contained herein, with respect to any Transfer that requires the Township's consent pursuant to the terms of this Article 8, the Township shall not unreasonably withhold, condition or delay its consent to such Transfer. The Township shall notify the Redeveloper in writing whether the Township consents to a Transfer within forty-five (45) days after Redeveloper's written request to the Township for such consent. The Township shall not withhold, condition or delay its consent to any Transfer to a transferee that has the same or greater experience and technical capability to carry out the Project as the Redeveloper, and has the same or greater wherewithal to obtain financing for the Project as the Redeveloper.

[END OF ARTICLE VIII]

ARTICLE IX

INDEMNIFICATION; INSURANCE

SECTION 9.01. Redeveloper Indemnification.

(a) The Redeveloper covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold the Township Indemnified Parties harmless from and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses (including attorneys' fees and court costs) of every kind, character and nature resulting, wholly or partially, from the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, financing, leasing or sale of the Project, including but not limited to any lawsuit or proceeding relating to the death of any person or any accident, injury, loss, and damage whatsoever to any person or to the property of any person which shall occur on or adjacent to the Project Area and which results from any negligence or willful misconduct of Redeveloper, its agents, servants, employees, or contractors, but excluding damage, liability, costs and expenses to the extent that same may result from the negligence or willful misconduct of the Township, its employees, representatives or agents.

(b) The Redeveloper shall defend, indemnify and hold harmless the Township Indemnified Parties and its officers, agents, employees, contractors, and consultants from any claims, investigations, liability, loss, injury, damage, remediation costs, lawsuits, civil proceedings, fines, penalties, and expenses including reasonable attorneys fees and disbursements which result, wholly or partially, from (i) the performance or any failure or delay of performance by the Redeveloper of its obligations under the Redevelopment Agreement; or (ii) any bodily injury or property damage that may occur in the Project Area during the term of the Redevelopment Agreement; provided, however, that such indemnity shall not include the actions or inactions of third-parties over whom the Redeveloper does not exercise control, as long as the Redeveloper maintains and enforces commercially reasonable security measures and commercial liability insurance to protect against such actions or inactions.

(c) In any situation in which a Township Indemnified Party is entitled to receive and desires indemnification by the Redeveloper, the Township Indemnified Party shall give prompt notice of such situation to the Redeveloper. Failure to give prompt notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the Township Indemnified Party, unless such failure to give prompt notice materially impairs the Redeveloper's ability to defend such party. Upon receipt of such notice, the Redeveloper shall resist and defend any action or proceeding on behalf of the Township Indemnified Party, including the employment of counsel reasonably acceptable to the Township Indemnified Party, the payment of all expenses and the right to negotiate and consent to settlement. All of the Township Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of such Township Indemnified Party. The Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Redeveloper or if there is a final judgment against the Township Indemnified Party in any such action, the Redeveloper agrees to indemnify and hold harmless the Township Indemnified Party from and against any loss or liability by reason of such settlement or judgment for which the Township Indemnified

Party is entitled to indemnification hereunder. The Redeveloper shall have the right to settle any such action on terms it deems appropriate provided that a full release of the Township Indemnified Party is obtained and no admission of liability by the Township Indemnified Party is required. In the event the Township refuses to provide a release of such action, and a final judgment is rendered against the Redeveloper, the Township shall be responsible for the Redeveloper's counsel fees and costs incurred subsequent to the Township's refusal to release the action and for that amount of the judgment which is in excess of the sum for which the Redeveloper would have otherwise settled the action.

(d) The Redeveloper's indemnity provided under this Section 9.01 shall survive the termination of this Redevelopment Agreement and shall run with the land and be referenced in the Declaration.

SECTION 9.02. Insurance Required. (a) Prior to the commencement of construction of the Project, the Redeveloper shall furnish or shall cause to be furnished, to the Township, certificates of insurance evidencing policies of commercial general liability insurance, Builder's Risk insurance, workers' compensation insurance, and any other similar insurance, with limits consistent with other projects similar in scope to the Project.

(b) All insurance policies required by this section shall be obtained from insurance companies licensed in the State and rated at least A VII in Best's Insurance Guide or such lesser rated provider that is proposed by the Redeveloper and is reasonably acceptable to the Township. All insurance policies required hereunder shall be kept in force until a Certificate of Completion is issued.

(c) The Redeveloper's obligation to maintain insurance in this Section 9.02 shall terminate upon issuance of a Certificate of Completion with respect to the Project.

[END OF ARTICLE IX]

ARTICLE X
MORTGAGE FINANCING; NOTICE OF DEFAULT
TO MORTGAGEE; RIGHT TO CURE

SECTION 10.01. Mortgage Financing. (a) Neither the Redeveloper nor any successor in interest to the Project, or any part thereof, shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project, whether by express agreement or operation of law, or suffer any encumbrance or lien (other than liens for governmental impositions) to be made or attach to the Project, in excess of ninety (90%) percent of Project Costs, except as may be approved by the Township (which approval shall not be unreasonably withheld) for the purpose of obtaining funds in connection with the construction of the Project; provided, however, that upon the issuance of a Certificate of Completion for the Project, or any portion thereof, such prohibition shall no longer apply with respect to the corresponding parcel of land and improvements. The Redeveloper, or its successor in interest, shall notify the Township in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project, or any part thereof (the mortgagee thereunder, a "**Holder**") and, in any event, the Redeveloper shall promptly notify the Township of any encumbrance or lien (other than liens for governmental impositions) that has been created on or attached to any portion of the Project, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same.

(b) In the event that the Redeveloper is unable to obtain financing for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that financing for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, then Redeveloper shall have the right to terminate this Agreement upon written notice to the Township.

(c) If this Agreement is terminated pursuant to the terms of this Section 10.01 then, except as expressly set forth herein to the contrary and upon full payment of all Township Costs accruing until the date of such termination, this Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

SECTION 10.02. Notice of Default to the Redeveloper and Right to Cure. Whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each Holder a copy of such notice or demand; provided that the Redeveloper has delivered to the Township a written notice of the name and address of such Holder. Each such Holder shall (insofar as the rights of the Township are concerned) have the right at its option within ninety (90) days after the receipt of such notice (and the expiration of all applicable cure periods), to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Township shall not seek to enforce any of its remedies under this Agreement during the period in which any such Holder is proceeding diligently and in good faith to cure a Redeveloper Event of Default. If possession of the Project Area is necessary to cure any default or breach,

any Holder will be allowed to complete any proceedings required to obtain possession of the Project Area, providing such Holder is proceeding diligently to so obtain possession.

SECTION 10.03. No Guarantee of Construction or Completion by Holder.

(a) A Holder shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project, or to guarantee such construction or completion; nor shall any covenant or any other provisions be construed so to obligate a Holder. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made) without the Holder or Affiliate of Holder first having expressly assumed the Redeveloper's obligations to the Township with respect to the Project by written agreement reasonably satisfactory to the Township.

(b) If a Holder forecloses its mortgage secured by the Project, or takes title (in its name or the name of an Affiliate) to the Project by deed-in-lieu of foreclosure or similar transaction (collectively a "**Foreclosure**"), the Holder or its Affiliate shall have the option to either (i) sell the Project, as applicable, to a responsible Person reasonably acceptable to the Township, which Person shall assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) itself, or its affiliate, assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Redevelopment Agreement, the Township shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Township pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. The Holder, or the entity assuming the obligations of the Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Project in accordance with the terms of this Redevelopment Agreement, but subject to reasonable extensions of the Project Schedule, and shall submit evidence reasonably satisfactory to the Township that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder, or other entity assuming such obligations of the Redeveloper, properly completing the Project shall be entitled, upon written request made to the Township, to Certificates of Completion. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other entity assuming such obligations of the Redeveloper, to devote the Project Area, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Holder or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Project Area or Project in accordance herewith.

[END OF ARTICLE X]

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

SECTION 11.01. Events of Default. Any one or more of the following shall constitute an event of default hereunder ("**Event of Default**"), subject to the occurrence of an event of Force Majeure (with none of the following to be construed as a limitation on any other):

(a) Failure of the Redeveloper or the Township to observe and perform any covenant, condition or agreement under this Redevelopment Agreement, and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the failure is one which cannot be remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstated and in effect for any period of ninety (90) consecutive days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper shall materially default in or violate its obligations with respect to the design, development and/or construction of the Project in accordance with this Redevelopment Agreement (including, but not limited to, the Project Schedule) and any Governmental Approval, or shall abandon or substantially suspend construction work (unless such suspension arises out of an event of Force Majeure), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after written demand by the Township to do so; provided however, that if the default or violation is one which cannot be completely remedied within the ninety (90) days after such written notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding with due diligence to remedy the same as soon as practicable, but in no event later than one hundred twenty (120) days after such written notice.

(d) The Redeveloper or its successor in interest (except for third parties to which a portion of the Project has been conveyed in the ordinary course of business) shall fail to pay any real estate taxes or assessments on any real property or any part thereof owned by it in the Township when due, or shall place thereon any encumbrance or lien unauthorized by this Redevelopment Agreement, or shall suffer any levy or attachment to be made, or any materialman's, mechanics' or construction lien, or any other unauthorized encumbrance or lien to attach and such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Township made for such payment, removal, or discharge, within sixty (60) days after written demand by the Township to do so.

(e) There is, in violation of this Redevelopment Agreement, any Transfer.

SECTION 11.02. Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or failure to perform are the result of events or conditions beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Redevelopment Agreement, including, without limitation, the following (a "Force Majeure"):

(a) An act of God, lightning, blizzards, hurricane, tornado, earthquake, acts of public enemy, war (whether or not declared), terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, but not including reasonably anticipated weather conditions for the geographic area of the Project Area, other than those set forth above (such events being required to physically affect a Party's ability to fulfill its obligations hereunder; and the consequential effect of such events (e.g., impact on market conditions) shall not be considered a Force Majeure event);

(b) A landslide, fire, explosion, flood, release of nuclear radiation, damage to or theft of any part of the Improvements, or any casualty not created by the willful misconduct or grossly negligent act or omission of the party claiming Force Majeure;

(c) The order, judgment, action or inaction and/or determination of any Governmental Authority (other than the Township when acting in conformance with this Redevelopment Agreement) excepting decisions interpreting federal, State and local tax laws generally applicable to all similar taxpayers; provided, however, that such order, judgment, action or inaction and/or determination shall not be the result of the willful misconduct or grossly negligent action or inaction of the Party relying thereon. Neither the contesting of any such order, judgments, action or inaction and/or determination, in good faith, nor the reasonable failure to so contest, nor any appeal of a denial of an approval, nor an appeal of an approval by a third party shall constitute or be construed as willful misconduct or grossly negligent action or inaction by such Party;

(d) The suspension, termination, interruption, denial, or failure of or delay in renewal or issuance of any Governmental Approval (including due to any appeal), provided, however, that such suspension, termination, interruption, denial, or failure of or delay in renewal or issuance shall not be the result of the willful misconduct or grossly negligent action or inaction of the Party relying thereon. Neither the contesting of any such suspension, termination,

interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as willful misconduct or grossly negligent action or inaction by such Party. Delay in issuance of a Governmental Approval resulting from the Redeveloper's failure to make an administratively complete submission for a Governmental Approval in accordance with Applicable Law shall not be an event of Force Majeure; or

(e) An inability to procure goods or services for any reason not caused by the willful misconduct or grossly negligent act or omission of the party claiming Force Majeure, including, without limitation, the limited manufacturing capacity of any suppliers; a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market; failure of transportation, strikes, lockouts, slowdowns or similar labor action by trade unions or any of their members, equipment manufacturers, suppliers of material and/or transporters of same; or any other economic condition that may adversely affect the Project, the Project Area or the real estate markets; or

(f) Acts or omissions of the other Party, except in conformance with this Redevelopment Agreement or Applicable Law, or as to the Redeveloper, acts or omissions of the Township; or

(g) The existence of adverse market conditions resulting in a lending crisis which makes it unreasonably difficult to secure favorable financing terms; or

(h) The existence of the Deer Valley Litigation.

Any event of Force Majeure affecting any counterparty to an agreement with either or both of the Parties hereto shall be considered an event of Force Majeure hereunder. Notice by the Party claiming such extension shall be sent to the other Party within thirty (30) calendar days of the commencement of the cause. During any Force Majeure event that affects part of the Project, to the extent reasonably practicable, the Redeveloper shall continue to perform its obligations for the rest of the Project. The existence of an event of Force Majeure shall not prevent a Party from declaring the occurrence of an Event of Default by the Party relying on such Force Majeure event; provided that the event that is the basis of the Event of Default is not a result of the Force Majeure event. Except for an event or events of Force Majeure resulting from acts or omissions of the Township, any event or events of Force Majeure will be deemed to have ceased to exist as of a date twenty four (24) months from its initial occurrence.

SECTION 11.03. Remedies Upon Events of Default by the Redeveloper. If an Event of Default by the Redeveloper occurs, the Township shall have as its sole and exclusive remedy under this Agreement, the right, in its sole and absolute discretion, upon sixty (60) days' notice to the Redeveloper and any Holder, to terminate this Redevelopment Agreement and the Redeveloper's designation as the Redeveloper of the Project.

In the event that this Redevelopment Agreement is terminated by the Township pursuant to this Section 11.03, the Township shall terminate the Redeveloper's designation as the Redeveloper of the Project Area.

SECTION 11.04. Remedies Upon Events of Default by the Township. In the event that an Event of Default by the Township occurs, then the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Township, as applicable, under this Redevelopment Agreement, including an action for specific performance and/or damages. Further, but subject to any cure provisions afforded the Township hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, upon sixty (60) days' notice to the Township, to terminate this Redevelopment Agreement.

SECTION 11.05. Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

SECTION 11.06. Remedies Cumulative. No remedy in favor of Redeveloper conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by Redeveloper shall not constitute a waiver of the right to pursue other available remedies.

SECTION 11.07. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Redevelopment Agreement unless this Redevelopment Agreement is terminated as a result of such Event of Default, as and to the extent permitted hereunder.

SECTION 11.08. Mitigation. The Parties shall act reasonably to mitigate any damages that may be incurred as a result of an Event of Default hereunder; provided, however, that the costs of any mitigation efforts shall be at the sole cost of the defaulting Party.

[END OF ARTICLE XI]

ARTICLE XII
MISCELLANEOUS

SECTION 12.01. Notices. Formal notices, demands and communications between the Township and the Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the Township:

Township of Hopewell
201 Washington Crossing Pennington Road
Titusville, New Jersey 08560
Attention: Business Administrator
Phone: (609)
E-mail:

With a copy to:

Linda Galella, Esq.
Parker McCay, P.A.
9000 Midlantic Drive
Mount Laurel, New Jersey 08054
Phone: (856) 985-4052
E-mail: lgalella@parkermccay.com

and

Kevin McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068
Phone: (973) 622-4869
E-mail: kmcmanimon@msbnj.com

If to the Redeveloper:

Woodmont Properties, LLC
Attn: Stephen A .Santola

100 Passaic Avenue, Suite 240
Fairfield, New Jersey 07004

and

Federal City Road, LLC
c/o Robertson Douglas Group
Attn: Robert Geiger
788 Shrewsbury Avenue, Suite 104
Tinton Falls, New Jersey 07724

With a copy to:

Joseph G. Ragno, Esq.
Waters McPherson & McNeill, P.C.
300 Lighting Way, 7th Floor
PO Box 2560
Secaucus, New Jersey 07096
Phone: (201) 330-7465
E-mail: jragno@lawwmm.com

SECTION 12.02. Non-Liability of Officials and Employees of the Township. No member, official or employee of the Township shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

SECTION 12.03. Non-Liability of Officials and Employee of Redeveloper. No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or their successors, on any obligation under the terms of this Redevelopment Agreement.

SECTION 12.04. No Brokerage Commissions. The Township and the Redeveloper each represent one to the other that no real estate broker initiated, assisted, negotiated or consummated this Redevelopment Agreement as broker, agent, or otherwise acting on behalf of either the Township or the Redeveloper, and the Township and the Redeveloper shall indemnify each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying party.

SECTION 12.05. Provisions Not Merged With Deeds. To the extent that the provisions of this Redevelopment Agreement are intended to bind the Redeveloper's assigns and successors, its provisions shall not be merged by reason of any deeds transferring title to any portion of the Project Area from the Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Redevelopment Agreement.

SECTION 12.06. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

SECTION 12.07. Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 12.08. Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 12.09. Modification of Redevelopment Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

SECTION 12.10. Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile) and when each party has executed and delivered at least one counterpart, this Redevelopment Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

SECTION 12.11. Prior Agreements Superseded. This Redevelopment Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any prior agreement and all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

SECTION 12.12. Waivers and Amendments in Writing. All waivers of the provisions of this Redevelopment Agreement must be in writing and signed by the appropriate authorities of the Township and the Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of the Township and the Redeveloper.

SECTION 12.13. Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Redevelopment Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and have contributed to the final form of same.

SECTION 12.14. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the Applicable Laws of the State, and any disputes arising hereunder shall be resolved in the Superior Court, State of New Jersey, Mercer County Vicinage.

[END OF ARTICLE XII]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGE].

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed, all as of the date first above written.

REDEVELOPER

WOODMONT PROPERTIES, LLC

ATTEST:



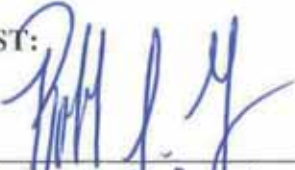
Stephen A. Santola

By:



Name: Eric Witmundt
Title: Manager

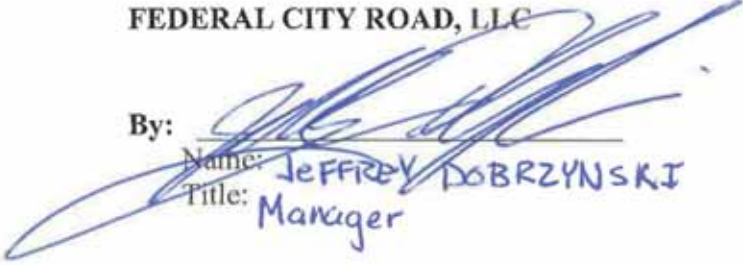
ATTEST:



Robert Geiger

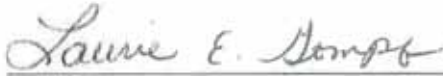
FEDERAL CITY ROAD, LLC

By:



Name: Jeffrey Dobrzynski
Title: Manager

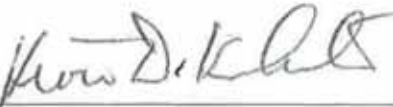
ATTEST:



Laurie E. Domp

TOWNSHIP OF HOPEWELL

By:



Howard D. Kahl

EXHIBIT 1

PROJECT DESCRIPTION

**[INCLUDE EXHIBIT DEPICTING CONCEPT PLAN AND/OR OTHER NARRATIVE
DESCRIPTION OF PROJECT]**

EXHIBIT 2

FORM OF CERTIFICATE OF COMPLETION

Record and Return to:

CERTIFICATE OF COMPLETION

Pursuant to Section 8.02 of the Redevelopment Agreement by and between the Township of Hopewell (the "Township") and Woodmont Federal Hopewell Urban Renewal, LLC (the "Redeveloper"), dated as of [_____, 20__], (the "Redevelopment Agreement"), the undersigned, as of the date hereof, certifies that (all undefined terms used herein shall have the same meaning ascribed to them in the Redevelopment Agreement):

(i) the Project in its entirety has been Completed as of [_____] in accordance with the Redevelopment Agreement and in compliance with Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;

(ii) all permits, licenses and approvals that are required in order for the Redeveloper to Complete the Project or such other work or action to which such term is applied are, to the extent so required, in full force and effect;

(iii) such Completion has been further evidenced by a written certificate of the Redeveloper and a certificate of the Redeveloper's engineer evidencing completion of the Project, which certificates are attached hereto as **Exhibit 1**;

(iv) the Project is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Laws; and

(v) a copy of any Certificate of Occupancy issued with respect to any portion or portions of the Project for which a Certificate of Occupancy is required is attached hereto as **Exhibit 2**.

The conditions determined to exist at the time the Redevelopment Area was determined to be an area in need of redevelopment no longer exist with respect to the Project Area. The Project Area shall no longer be subject to (i) any covenant running with the land covered by this Certificate of Completion for the benefit of the Township, and (ii) eminent domain for purposes of redevelopment as a result of those determinations.

The Declaration recorded in the office of the Mercer County clerk on [] in deed book [], page [] is hereby discharged of record and is void and of no further force and effect.

This certificate is given without prejudice to any rights against third parties which exist on the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Completion of Project to be executed as of the [] day of [].

WITNESS OR ATTEST:

TOWNSHIP OF HOPEWELL

By: Laurie E. Romps By: [Signature]

Acknowledgment

STATE OF NEW JERSEY :
:SS
COUNTY OF MERCER :

On this [] day of [] before me, personally appeared _____, the _____ of the Township of Hopewell, a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, who I am satisfied is the person who executed the foregoing instrument; and s/he acknowledged that s/he executed the foregoing instrument as the act of the corporation and that s/he was authorized to execute the foregoing instrument on behalf of the corporation.

Exhibit 1

REDEVELOPER'S CERTIFICATE

Pursuant to Section 8.02 of the Redevelopment Agreement by and between the Township of Hopewell (the "Township"), and Woodmont Properties, LLC and Federal City Road, LLC (together, the "Redeveloper"), dated as of [_____, 20__], (the "Redevelopment Agreement"), the Redeveloper certifies as follows to the best of its knowledge information and belief (capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Redevelopment Agreement):

(i) the Project in its entirety has been completed as of [_____, 20__], in accordance with the Township of Hopewell building and construction code, the Redevelopment Agreement, the Redevelopment Plan and in compliance with Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;

(ii) all permits, licenses and approvals that are required in order for Redeveloper to Complete the Project or such other work or action to which such term is applied are, to the extent so required, in full force and effect;

(iii) Redeveloper has performed or has caused to be performed all of its duties and obligations under the Redevelopment Agreement with respect to the Project;

(iv) attached hereto is a certificate of [_____, 20__], Redeveloper's engineer, evidencing completion and certification of the Project; and

(v) the Project is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Laws.

WOODMONT PROPERTIES, LLC

By: 
Name: _____
Title: _____

FEDERAL CITY ROAD, LLC

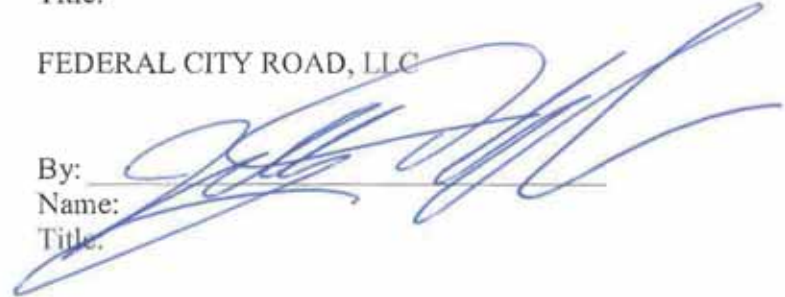
By: 
Name: _____
Title: _____

Exhibit 2

CERTIFICATE OF OCCUPANCY

EXHIBIT 3

FORM OF DECLARATION OF PROJECT COVENANTS

REDEVELOPMENT PROJECT COVENANT

Record and Return to:

Kevin P. McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

THIS REDEVELOPMENT PROJECT COVENANT (the "**Project Covenant**") is made this ____ day of _____, 2017, by Woodmont Properties, LLC, a limited liability company formed under the laws of the State of New Jersey with offices at 100 Passaic Avenue, Fairfield, New Jersey 07004 and its successors and assigns, and Federal City Road, LLC, a New Jersey limited liability company with offices at c/o Robertson Douglas Group, 788 Shrewsbury Avenue, Suite 104, Tinton Falls, New Jersey (together, the "**Redeveloper**").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**") authorizes municipalities to designate certain parcels of land located therein as areas in need of redevelopment; and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the Township of Hopewell (the "**Township**") identified and designated Block 78.09, Lot 21 as set forth on the tax maps of the Township as an "area in need of redevelopment" (the "**Redevelopment Area**") and adopted a redevelopment plan for the Redevelopment Area, entitled the "Redevelopment Plan for Block 78.09, Lot 21" (the "**Redevelopment Plan**"); and

WHEREAS, the Redeveloper is the contract purchaser of the Redevelopment Area, and is a developer with resources and experience suitable for the proposed redevelopment thereof; and

WHEREAS, the Redeveloper proposes to redevelop the Redevelopment Area by constructing there approximately 300 residential units, including 252 market rate units and 48 affordable units, with amenities, including a clubhouse and maintenance building (the "**Project**"); and

WHEREAS, on November 30, 2017, the Township and the Redeveloper executed a Redevelopment Agreement (the "**Redevelopment Agreement**") setting forth the terms and conditions under which the Redeveloper will construct the Project on the Redevelopment Area; and

WHEREAS, at such time as the Project is completed in accordance with the terms of the Redevelopment Plan and the Redevelopment Agreement, this Project Covenant and the existing conditions which rendered the Redevelopment Area an area in need of redevelopment, will no longer exist; and

NOW, THEREFORE, the Redeveloper, intending to be legally bound hereby and to bind its successors and assigns, does promise, covenant and declare as follows:

The Redeveloper hereby declares and covenants that the Redevelopment Area shall be used only for the uses allowed under the Redevelopment Plan, and subject to and in accordance with the covenants and restrictions herein, which covenants and restrictions shall, subject to the terms hereof, run with the land and shall be binding upon the Redeveloper, and its successors and assigns and, to the extent applicable, to all future lessees and occupants of all or any portion of the Redevelopment Area including, without limitation, the rights or easements appurtenant thereto.

1. **Terms and Definitions.** Capitalized terms used but not defined herein shall be afforded the meanings provided in the Redevelopment Agreement.

2. **Applicable Laws.** The Redeveloper's development, construction, use, operation and maintenance of the Redevelopment Area and all improvements thereon and thereto, as provided in the Redevelopment Plan and the Redevelopment Agreement shall be undertaken and carried out in accordance with all Applicable Laws, including without limitation, the Redevelopment Plan, as it may be amended from time to time by the agreement of the Redeveloper and the Township.

3. **Redeveloper Covenants.**

3.1. The Redeveloper covenants and agrees as follows, provided, however that all such covenants and agreements shall be subject to the terms of the Redevelopment Agreement and that in case of a conflict between the Redevelopment Agreement and this Project Covenant, the terms of the Redevelopment Agreement shall control:

(a) The Redeveloper shall use diligent efforts to obtain all Government Approvals necessary for the construction and development of the Project. The Redeveloper shall construct, improve, operate and maintain the Project in compliance with all Governmental Approvals, and other laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder as shall be binding upon the Redeveloper under applicable laws.

(b) The Redeveloper shall use commercially reasonable efforts to (i) obtain financing for the Project, (ii) construct and develop the Project with due diligence and (iii) commence and Complete each item in the Project Schedule on or prior to the applicable date set forth in the Project Schedule and, for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period. All activities performed under the Redevelopment Agreement shall be performed in accordance with the level of skill and

care ordinarily exercised by reputable developers of similar developments of the character, scope and composition of the Project.

(c) The Redeveloper shall construct the Project in accordance with the Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, and all other Applicable Law and, in the event that the Redeveloper wishes to materially change or modify the Project, notwithstanding the fact that such material change or modification is authorized by the Redevelopment Plan, the Township's written approval (which shall not be unreasonably withheld, conditioned or delayed) must be secured prior to proceeding with any activities relating to such proposed material modifications. The Redeveloper acknowledges that the Township has relied on the proposed Project Schedule in entering into its obligations under the Redevelopment Agreement.

(d) The Redeveloper shall fulfill its material obligations under any and all agreements it enters into with third parties with respect to the acquisition, construction, leasing, financing and other matters relating to the Project; provided, however, that this covenant is not intended to prevent the Redeveloper from contesting the scope or nature of such obligations as and to the extent provided in such agreements.

(e) The Redeveloper shall complete the Project on or prior to the date set forth in the Project Schedule at its sole cost and expense; provided, however, that the Parties acknowledge that moneys may be made available towards the completion of same from other outside sources. In the event that moneys made available pursuant to any outside source are not sufficient to pay the costs necessary to complete the Project, the Redeveloper shall not be entitled to any funds from the Township.

(f) Upon completion of the development and construction of the Project, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(g) The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any Person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project.

(h) The Redeveloper shall not restrict the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Project on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender of any person.

(i) The Redeveloper shall immediately notify the Township of any material change in its financial condition from the information provided to the Township by the Redeveloper indicating the Redeveloper's financial capability to develop, finance and construct

the Project in furtherance of the Township's consideration in designating the Redeveloper as the redeveloper of the Redevelopment Area.

(j) The Redeveloper shall not use the Redevelopment Area, Project or any part thereof for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and the Redevelopment Agreement.

(k) The Redeveloper shall not use the Redevelopment Area, Project or any part thereof for which a Certificate of Completion has not been issued, as collateral for an unrelated transaction.

3.2. **Effect and Duration of the Redeveloper Covenants.** The covenants set forth in Section 3.1 hereof shall be covenants running with the land until the Project is Completed, all in accordance with the Redevelopment Agreement, and they shall, and except only as otherwise specifically provided in the Redevelopment Agreement, be binding to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to the Project, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein and any party in possession or occupancy of the Project; provided, however, that such covenants shall not be binding on any Mortgagee except in accordance with the terms of Article 10 of the Redevelopment Agreement. Such agreements and covenants, however, shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the Redevelopment Area, the buildings and structures thereon, or any part thereof.

3.3. **Enforcement of the Covenants.** The Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants contained in this Project Covenant, both for and in their own right, and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein, or in favor of which such agreements and covenants relate. The Township shall have the right, in the event of any breach of any such agreement or covenant, to terminate the Redevelopment Agreement in accordance with Section 11.03 thereof.

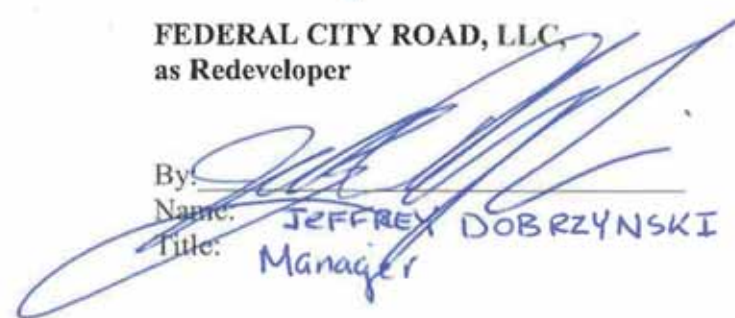
3.4. **Completion of Project.** Upon redevelopment of the Project Area and completion of the Project, the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist, the land and improvements thereon shall no longer be subject to eminent domain as a result and the conditions and requirements of *N.J.S.A. 40A:12A-9* shall be deemed to have been satisfied with respect to the Project or any applicable portion thereof. The covenants contained herein shall terminate and this Project Covenant will be discharged of record upon Redeveloper's receipt of a Certificate of Completion and termination of the Redevelopment Agreement pursuant to Section 7.02 thereof for the Project.

IN WITNESS WHEREOF, the Redeveloper has caused this Project Covenant to be executed on the date first above written.

WOODMONT PROPERTIES, LLC,
as Redeveloper

By: 
Name: Eric Witmundt
Title: Manager

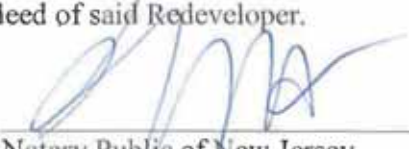
FEDERAL CITY ROAD, LLC,
as Redeveloper

By: 
Name: JEFFREY DOBRZYNSKI
Title: Manager

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS
COUNTY OF Essex :

BE IT REMEMBERED, that on this 30th day of November, 2017 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Eric Witmundt who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he/she is the Manager of **WOODMONT PROPERTIES, LLC**, the Redeveloper named in the within Instrument; that the execution, as well as the making of this Instrument, having been duly authorized by the Redeveloper, and said Instrument was signed and delivered by said _____ as and for the voluntary act and deed of said Redeveloper.



Notary Public of New Jersey

Kimberly Sue Priestner
NOTARY PUBLIC OF N.J. ID # 2392935
COMMISSION EXPIRES 2/21/2020

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
COUNTY OF Morris : SS

BE IT REMEMBERED, that on this 4th day of December 2017 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Jeffrey Dobosynski who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he/she is the MANAGER of **FEDERAL CITY ROAD, LLC**, the Redeveloper named in the within Instrument; that the execution, as well as the making of this Instrument, having been duly authorized by the Redeveloper, and said Instrument was signed and delivered by said _____ as and for the voluntary act and deed of said Redeveloper.

Marianne Blakeman
Notary Public of New Jersey

MARIANNE BLAKEMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires 12-28-2022
Notary ID# 2105964



EXHIBIT 4
FORM OF FINANCIAL AGREEMENT

EXHIBIT 5
PROJECT SCHEDULE

1	The Township and the Redeveloper Execute and Deliver the Redevelopment Agreement	Effective Date
2	Redeveloper obtains all Governmental Approvals required for Commencement of Construction	Within 24 months after the Effective Date
3	Redeveloper closes on financing for Project	Within 27 months after the Effective Date
4	Commencement of Construction	Within 32 months after the Effective Date
5	Completion of Construction	Within 55 months after the Commencement of Construction

T H P H P
M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 2.e

Inclusionary Development Sites

Enourato



TOWNSHIP of HOPEWELL

MERCER COUNTY

OFFICE OF THE MUNICIPAL CLERK

LAURIE E. GOMPF, RMC
Township Clerk

STATE OF NEW JERSEY }
 } SS
COUNTY OF MERCER }

AFFIDAVIT OF PUBLICATION

TOWNSHIP OF HOPEWELL
COUNTY OF MERCER

Notice is hereby given that at a regular meeting of the Township Committee of the Township of Hopewell, New Jersey, held on Monday, the 27th day of November 2017, the following ordinances were read a second time and adopted:

ORDINANCENO. 17-1669

AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR BLOCK 91, LOTS 3.11, 3.14, 3.161, 3.181, 3.191, 3.22, 3.95 AND 3.961 AND BLOCK 93, LOTS 3.01, 5.01 AND 6.01, KNOWN AS THE CF HOPEWELL AREA IN NEED OF REDEVELOPMENT, IN ACCORDANCE WITH N.J.S.A. 40A:12A-7 AND AMENDING CHAPTER XVII, "LAND USE AND DEVELOPMENT," ARTICLE VIII, "ZONING-GENERAL PROVISIONS," SECTION 17-138.b, "ZONING DISTRICTS" TO ADD SUB-PARAGRAPH 23 TO THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL

ORDINANCENO. 17-1670

ORDINANCE OF THE TOWNSHIP OF HOPEWELL AMENDING CHAPTER XVII OF THE CODE OF THE TOWNSHIP OF HOPEWELL ENTITLED THE HOPEWELL TOWNSHIP "LAND USE AND DEVELOPMENT ORDINANCE"

ORDINANCENO. 17-1671

AN ORDINANCE AMENDING VARIOUS ZONING PROVISIONS OF CHAPTER XVII, LAND USE AND DEVELOPMENT, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL (1978)

ORDINANCENO. 17-1672

AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR BLOCK 85, LOTS 3.4, 5.01, 7 AND 24, KNOWN AS THE ZAITZ AREA IN NEED OF REDEVELOPMENT, IN ACCORDANCE WITH N.J.S.A. 40A:12A-7 AND AMENDING CHAPTER XVII, "LAND USE AND DEVELOPMENT," ARTICLE VIII, "ZONING-GENERAL PROVISIONS," SECTION 17-138.b, "ZONING DISTRICTS" TO ADD SUB-PARAGRAPH 22 TO THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL

Laurie E. Gompf
Municipal Clerk

HVN, 1x, 12/1/17 Fee: \$13.71

\$43.71

I, Laurie E. Gompf, Municipal Clerk
of the Township of Hopewell,
in the County of Mercer, being
duly sworn according to law, depose
and say that the notice which is attached
hereto is exactly as it was published on
December 1, 2017 in the Hopewell
Valley News, a weekly newspaper of
general circulation, printed in the
State of New Jersey and having its
publication office at 300 Witherspoon
Street, Princeton, New Jersey 08542.

ADVERTISING FEE: \$43.71

Laurie E. Gompf
Laurie E. Gompf, RMC
Municipal Clerk

Sworn and subscribed before me
this 1st day of December 2017

Katherine M. Fenton-Newman
Katherine M. Fenton-Newman
Notary Public of New Jersey

KATHERINE M. FENTON-NEWMAN
Commission # 50004216
Notary Public, State of New Jersey
My Commission Expires
October 03, 2019

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

RESOLUTION #17-373

**RESOLUTION RECOMMENDING ADOPTION OF AN ORDINANCE AMENDING
VARIOUS ZONING PROVISIONS OF CHAPTER XVII, "LAND USE AND
DEVELOPMENT," OF THE REVISED GENERAL ORDINANCE OF THE
TOWNSHIP OF HOPEWELL**

WHEREAS, the Township Committee of the Township of Hopewell has introduced an Ordinance amending various provisions of Chapter XVII of the Code of the Township of Hopewell entitled the Hopewell Township Land Use and Development Ordinance that creates an Inclusionary Multi Family-I zone (IMF-1) district to provide an opportunity for inclusionary residential development in appropriate locations in order to meet the constitutional obligation to provide the Township's fair share of the regional need for affordable housing; and

WHEREAS, a further purpose of the ordinance is to amend Section 17-138(a) so that the zoning map includes Block 78, Lot 17 within the Inclusionary Multi-Family-1 zone (IMF-1); and

WHEREAS, at its meeting on November 13, 2017, the Township Committee introduced the ordinance and referred the Ordinance to the Hopewell Township Planning Board for its review and recommendation; and

WHEREAS, under N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26a, the ordinance must be referred to the Planning Board for identification of any provisions in the proposed ordinance which is inconsistent with the Master Plan and recommendation concerning these inconsistencies and any other matters as the Board deems appropriate; and

WHEREAS, at its November 15, 2017 special meeting, the Hopewell Township Planning Board reviewed the Ordinance, along with a memoranda prepared by Banish Associates, Inc., dated November 14, 2017 and heard the testimony of Frances Banisch of Banisch Associates, Inc.; and

WHEREAS, the Planning Board compared the proposed ordinance to the Land Use Plan Element of the 2002 Master Plan and the 2011 Housing Plan Element and found that the intent of the proposed ordinance advances the goal for a balanced land use plan that can meet the constitutional mandate to provide for the Township's fair share of the regional need for affordable housing. Nonetheless, the Planning Board found that the specific proposal to construct a neighborhood of multi-family housing and apartments within the HBO zone is inconsistent with the nonresidential land uses programmed for this site in the Land Use Plan.

WHEREAS, Notwithstanding this inconsistency, in Planning Board Resolution No. 17-023, the Planning Board recommended that the Township Committee adopt the proposed ordinance.

WHEREAS, on November 27, 2017, the Hopewell Township Committee held a public hearing on the Ordinance Amending Various Zoning Provisions of Chapter XVII, Land Use and Development of the Revised General Ordinances of the Township of Hopewell.

WHEREAS, the Hopewell Township Committee reviewed the Hopewell Township Planning Board Resolution No. 17-023; the Memorandum of Banisch Associates dated November 14, 2017; heard the testimony of Frank Banisch and all public comments;

WHEREAS, the Hopewell Township Committee found that the Ordinance advances the following objectives:

- To provide for a reasonable balance among various land uses that respects and reflects the interaction and synergy of community life.
- To provide for a variety of housing types which respond to the needs of households of varying size, age, and income, persons with disabilities and emerging demographic characteristics.
- To promote and support the development and redevelopment of affordable housing intended to address the Township's fair share of the region's lower income housing, particularly in areas served by public transportation which connect to areas of employment.
- To provide a range of housing opportunities within the Township with densities and lot sizes that respond to the capabilities and limitations of natural systems and available infrastructure.
- The proposed rezoning results in an appropriate use of land which contributes to the general welfare of the community and state, and is an appropriate response to the mandate to provide affordable housing through municipal zoning.
- The proposed rezoning does not conflict with the development or general welfare of any neighboring municipality, the county or the state as a whole and it provides a reasonable development option to address local affordable housing goals.
- The proposed rezoning provides affordable housing through inclusionary development without the expenditure of public funds and results in the efficient use of the available public infrastructure while curtailing the extension of such infrastructure.
- The proposed rezoning provides zoning requirements and standards that produce the

opportunity to utilize creative development techniques in order to produce good civic design and arrangements, which are subject to further Planning Board review during the development application process.

- The procedure followed in developing the proposed ordinance combines public and private procedures that result in an efficient use of land.
- The proposed ordinance improves the balance of land uses sought in the Master Plan.
- The proposed development contemplated by the proposed zoning standards should result in a compact building layout and design.
- While the nonresidential zoning which the proposed ordinance amends is consistent with the Master Plan, the proposed rezoning will advance the goal of diversifying the housing stock and providing affordable housing to meet the constitutional obligation.

NOW, THEREFORE, BE IT RESOLVED, that on this 27th day of November, 2017, that the Hopewell Township Committee, County of Mercer, State of New Jersey- hereby adopts the Ordinance Amending Various Zoning Provisions of Chapter XVII, Land Use and Development, of the Revised General Ordinances of the Township of Hopewell to provide for Inclusionary Multi-Family- 1 Zone (IMF-1) and to amend the official zoning map of the Township of Hopewell to designate Block 78. Lot 17 within the Inclusionary Multi-Family-1 Zone (IMF-1). The Ordinance is hereby adopted for all of the above reasons pursuant to N.J.S.A. 40:55D-62(a) and Willoughby v Planning Board of the Twp. Of Deptford, 326 N.J.Super.158, 165-66 (App. Div. 1999).

Date Adopted: November 27, 2017

CERTIFICATION

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE COPY OF A *Resolution* ADOPTED
BY THE HOPEWELL TOWNSHIP COMMITTEE
AT A MEETING HELD

November 27, 2017

DATE

Laurie E. Gompf

LAURIE E. GOMPF, MUNICIPAL CLERK

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 17-1671

AN ORDINANCE AMENDING VARIOUS ZONING PROVISIONS OF CHAPTER XVII, LAND USE AND DEVELOPMENT, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF HOPEWELL (1978)”

BE IT ORDAINED by the Township Committee of the Township of Hopewell, County of Mercer and State of New Jersey as follows: Section 1. Amend Section 17-138(a) so that the Zoning Map includes Block 78, Lot 17 within the *Inclusionary Multi-Family – 1 Zone (IMF-1)*. Section 2. Amend Section 17-138(b) “Map Amendments” to add the following note:

“21. The official zoning map of the Township of Hopewell was amended on November 27, 2017 (Ord. No. 17-1671) to designate Block 78, Lot 17 within the *Inclusionary Multi-Family – 1 Zone (IMF-1)*.

Section 3. Article IX, entitled “Zoning Districts”, of Chapter XVII, Land Use and Development, of the “Revised General Ordinances of the Township of Hopewell, New Jersey (1978),” is hereby amended and supplemented with the addition of the Inclusionary Multi-family -1 Zone (IMF-1) to read as follows:

17-173 *Inclusionary Multi-Family – 1 Zone (IMF-1)*

- a. *Purpose.* The purpose of this district is to provide an opportunity for inclusionary residential development in an appropriate location in order to meet the constitutional obligation to provide for the Township’s fair share of the regional need for affordable housing. This zone advances the dual master plan objectives of increasing the supply of affordable housing and diversifying the types of housing available to meet the changing demographics of the Township. This zone is also intended to implement the terms of a certain Settlement Agreement, including the Supplemental Settlement Agreement attached thereto, by and between, inter alia, the Township and Fair Share Housing Center dated July 13, 2017, which Agreement was approved by the Court at a Fairness Hearing held on August 28, 2017 in the action captioned In the Matter of the Application of the Township of Hopewell, Docket No. MER-L-1557-15 (Mt. Laurel).
- b. Permitted Principal Uses.
 - 1. Garden apartments.
 - 2. Townhouses.
 - 3. Stacked flats, in a multi-family dwelling building, which may contain up to three dwelling units vertically provided each unit has its own private entrance. Stacked flats may have rear loaded driveways and garages with a rear access way of 24’ in width (excluding driveways) for 2 way traffic or 18’ in width (excluding driveways) for 1 way access.
- c. Permitted Accessory Uses
 - 1. Structures designed for recreation or community use as a part of the multi-family dwelling development.
 - 2. Private garages and carports.
 - 3. Tot lots.
 - 4. Walking paths.
 - 5. Off-street parking facilities.
 - 6. Community clubhouse with fitness room, club room and furnished model.
 - 7. Management and leasing offices.

8. Maintenance office/garage building not to exceed one (1) story in height and 1,500 square feet in floor area. The façade design shall match the residential structures.
9. Solid waste facilities.
10. Monument signs located at entrance to be constructed of stone or brick, not to exceed 100 square feet in area and eight (8) feet in height.
11. Utility structures and facilities needed to provide the direct service of gas, electricity, telephone, water, sewerage and cable television.
12. Temporary Sales Model Homes within the respective home types, including related direction signage to identify the home(s) as a model.
13. One temporary construction and one temporary marketing/sales trailers.
14. Patios and Decks directly adjacent to the rear of any homes, which shall also be permitted to be located within building setbacks.
15. Privacy fences separating the townhomes shall not exceed 10' in length and shall not enclose a patio.
16. Such other accessory uses customarily incidental to the uses permitted herein, however outdoor storage other than that which can be accommodated on a deck or patio is not permitted. Free standing or attached storage sheds outside of a patio or deck are not permitted.

d. Overall or Entire Tract Bulk and Area Requirements

- | | |
|---|--|
| 1. Minimum Lot Area | 10 acres |
| 2. Minimum Lot Frontage | 150 feet |
| 3. Minimum Lot Width | 300 feet |
| 4. Minimum Lot Depth | 200 feet |
| 5. Minimum Building Set-back | |
| 1. Front yard | 45 feet (for individual units: shall be 20' from back of curb where no sidewalk provided, and 20' from back of sidewalk) |
| 2. Side/Rear yard | 40 feet (for individual units: shall be 10' from back of curb) |
| 3. Building to Building | 20 feet |
| 6. Maximum Building Coverage | 30% |
| 7. Maximum Impervious Coverage | 60% |
| 8. Maximum Density | 8 units/acre |
| 9. Maximum Building Height | 3 stories and 45 feet |
| 10. Drive Aisle Width | 24' for 2 way traffic/access |
| 11. Parking (excludes driveways for the purpose of set-back and distance) | |
| 1. Spaces per unit | per RSIS |
| 2. Set-back from tract property line | 20 feet |
| 3. Distance from building | 10 feet |
| 4. Parking stall size | 9' x 18' |
| 17. Minimum landscaped buffer | 25' front yard
20' side and rear yards |

e. Very Low, Low and Moderate Income Housing Requirements

1. A minimum set aside of 15% of all units must be deed restricted for occupancy by very, low and moderate income households.
2. Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. including standards for the split between very low, low and moderate income housing.
3. A minimum of 13% of the affordable units shall be very low income units, affordable to households earning 30% of the median income; and 37% of the affordable units shall be low income units. The balance of units (50 percent) shall be moderate income units.
4. Affordable housing units shall be affordable family rentals (not age-restricted) and shall be located in one or more buildings. A Certificate of Occupancy for the affordable building must be issued before the Township is obligated to issue more than 51% of the Certificates of Occupancy for the market rate units. The Township designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

f. Other Requirements

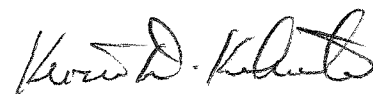
1. Building Design. The design of the buildings shall be residential and not institutional and shall conform to the following:
 - a. Architectural elevations and floor plans shall be provided for each type of building.
 - b. Maximum length of buildings shall not exceed 225 feet.
 - c. Variations in setback, materials, colors and design including breaks in the building façade shall be encouraged to reduce and separate the building mass.
 - d. Rooflines shall be pitched. If flat roofs are provided, they shall incorporate design techniques to shield any roof mounted equipment.
 - e. All HVAC and mechanical equipment shall be located on the side or rear of each home. If not so located then the HVAC and mechanical equipment shall be adequately screened from view.
 - f. All units shall be designed in a unified architectural style.
2. Circulation.
 - a. A boulevard street entry shall be provided at the community entrance.
 - b. Pedestrian circulation systems shall be designed to extend through the neighborhood and connect with open space and common areas. Sidewalks shall be provided on at least one side of the streets.
3. Open Space - A minimum of 20 percent of the tract shall be specifically set aside for conservation, recreation and/or other open space.
4. Utilities/Services. All dwelling units within a structure shall be connected to approved and functioning public water and sanitary sewer systems prior to the issuance of certificates of occupancy.
5. Recreation. For a community less than 90 homes, recreation shall be permitted as a system of walking paths or sidewalks and a tot lot to service the subject property.

Section 4. The review of development applications submitted hereunder shall be expedited and variances other than "d"-type variances, waivers and/or exceptions necessary to achieve approval of an inclusionary development of up to 8 dwelling units per acre shall be reviewed by the Planning Board.

Section 5. If any section of this ordinance is determined to be invalid, such determination shall apply only to that section and the remainder of the ordinance shall be deemed to be valid.

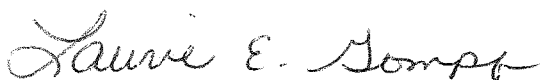
Section 6. This ordinance shall take effect upon passage and publication as provided by law.

Date Introduced: November 13, 2017
Date Advertised: November 17, 2017
Date Adopted: November 27, 2017



Kevin D. Kuchinski
Mayor

Attest:



Laurie E. Gompf
Municipal Clerk

CERTIFICATION

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE COPY OF AN Ordinance ADOPTED
BY THE HOPEWELL TOWNSHIP COMMITTEE
AT A MEETING HELD

November 27, 2017

DATE



3 LAURIE E. GOMPF, MUNICIPAL CLERK

T H P H P
M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 3

Spending Plan

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

R E S O L U T I O N #18-29

**RESOLUTION APPROVING AMENDED THIRD
ROUND SPENDING PLAN**

WHEREAS, the Township of Hopewell filed a declaratory judgment action with the Superior Court of Mercer County to have the Court review and approve its third round affordable housing initiatives pursuant to N.J.S.A. 52:27D-313 in the matter encaptioned In the Matter of the Application of the Township of Hopewell, Docket No. MER-L-1557-15 (Mount Laurel); and

WHEREAS, the Township entered into four (4) separate Mount Laurel Settlement Agreements with several property owners and developers who desire to produce affordable housing during the third round and with Fair Share Housing Center (FSHC) which was designated by the Supreme Court as an interested party and acknowledged representative of the Mount Laurel beneficiaries in all third round affordable housing proceedings throughout the state; and

WHEREAS, the four Settlement Agreements were approved by the Superior Court after the Court conducted a Fairness Hearing upon adequate notice to the public and require that the Township and the Planning Board adopt a third round Housing Element and Fair Share Plan to implement the terms of the settlements which was the subject of a Compliance Hearing before the Court on December 14, 2017; and

WHEREAS, the third round Housing Element and Fair Share Plan (which included the Spending Plan) was approved and endorsed by the Hopewell Township Planning Board at a hearing on November 16, 2017. Pursuant to the terms of the settlements and the rules adopted by the New Jersey Council on Affordable Housing, on November 13, 2017, the Township Committee of the Township of Hopewell adopted Resolution # 17- 369 formally endorsing the third round Housing Element and Fair Share Plan.

WHEREAS, an amended third round Housing Element and Fair Share (which included the Spending Plan) was approved and endorsed by the Hopewell Township Planning Board at a hearing on December 7, 2017. The Township Committee of the Township of Hopewell is required under the terms of the settlements and the rules adopted by the New

Jersey Council on Affordable Housing to adopt a Resolution formally endorsing the amended third round Housing Element and Fair Share Plan.

WHEREAS, the Hopewell Township Committee approved and endorsed the amended third round Housing Element and Fair Share (which included the Spending Plan) on December 11, 2017.

WHEREAS, the Hopewell Township Committee now approves an amended Third Round Spending Plan which further amends the Spending Plan to include funding for alternative living arrangement as set forth in N.J.A.C. 5:93-5.8.

WHEREAS, the purpose of this Resolution is to accomplish the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Hopewell that it herewith approves an amended Third Round Spending Plan which further amends the Spending Plan to include funding for alternative living arrangement as set forth in N.J.A.C. 5:93-5.8. and directs that a certified copy of this Resolution be filed with the Court and forwarded to all parties on the Court's Service List.

Date Adopted: January 8, 2018

CERTIFICATION

I, Laurie Gompf, Municipal Clerk of the Township of Hopewell, hereby CERTIFY that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Hopewell at a duly advertised meeting held on January 8, 2018, at which a quorum was present.

LAURIE E. GOMPF
MUNICIPAL CLERK

T H P
M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 4

Affirmative Marketing Plan

Township of Hopewell

Affordability Assistance Program

Policies Procedures Manual

201 Washington Crossing Pennington Road
Titusville, New Jersey 08560
609-737-0605

2018

Table of Contents

Introduction	3
Types of Affordability Assistance.....	3
<i>First Month's Rent</i>	3
<i>Association Fee Assistance</i>	4
<i>Mortgage Buy-in Program</i>	4
Eligibility	5
Repayment Terms & Repayment Agreement	5
Administration	5
Appendix A: Affordability Assistance Application.....	6

Affordability Assistance Program

Policies & Procedures Manual

Introduction

The purpose of this Manual is to describe the policies and procedures of the Affordability Assistance Program. This Manual describes the basic content and operation of the various affordable assistance programs. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

Where it is found that a new procedure may be more effective or can eliminate a recurring problem, that procedure may be incorporated into the program operation by amending this Operating Manual. In addition, this manual may be periodically revised to reflect changes in local, state, and federal policies and regulations relative to implementation of the Affordable Housing Programs described herein.

Types of Affordability Assistance

The three types of affordability assistance are listed below.

First Month's Rent

1. Purpose. When applicants of affordable rental housing move into an affordable rental unit, they experience financial hardship resulting from paying the security deposit and first month's rent at the same time. To address this hardship, Hopewell Township will pay for the first month's rent for renters moving into deed restricted affordable units. This assistance is a grant and does not need to be paid back. The Township has elected to pay for the first month's rent rather than the security deposit so the tenant will have an incentive to maintain the unit in order to receive the security deposit back when they move out.
2. Target Population. Very low income households moving into newly created very low income housing units.
3. Basis for Funding. Calculation of first month's rent at average of \$600.00 per unit for a three-person household occupying a two-bedroom unit. To address potential turnover, provision has been made to fund 12 first month's rent payments per year for a total of \$7,200.00.
4. Administrative Entity/Procedure. Township Administrative Agent, who will determine availability of funds and qualification of the unit and prospective tenant household for the subsidy and request authorization to disburse funds. Township Committee will, by Resolution, direct the CFO to release the funds to the Administrative Agent, who will pay the funds to the landlord at the time the lease is executed by the landlord and qualifying tenant household.
5. Advertising of Program. Administrative Agent will advise qualifying very low income households of the program's availability and will include information on the availability of the program in all direct notifications regarding the availability of affordable housing units in the Township that are required as part of the Township's Affirmative Marketing Plan by the terms of the settlement with Fair

Affordability Assistance Program

Share Housing Center. Additionally, the availability of the program and its description will be included on the Affordable Housing page of the Township's website.

Association Fee Assistance

1. Purpose. Non-payment of association fees is an early warning sign of the potential for loss off an affordable unit to foreclosure. This program will provide grants of up to \$500 per household, paid to the Association, to cover overdue association fees.
2. Target Population. Occupants of for sale units.
3. Basis for Funding. Assuming available funds in the affordable housing trust fund, the association fee assistance program will be allocated \$10,000 per year, subject to income qualification at the time of application.
4. Administrative Entity/Procedure. Funds will be allocated to homeowners based on consideration of the number of low and very low income units proposed in each development. This program is dependent upon the availability of funds in the affordable housing trust account.
5. Advertising of Program. Once sufficient funding has become available for this program, it will be included on the Affordable Housing page of the Township's website. Notice of the availability of funding will also be provided to the homeowners associations with a request to advise the Township of the need for such funds, which will be paid directly to the Association.

Mortgage Buy-in Program

1. Purpose. To retain the inventory of affordable units and prevent the loss of affordable units, this program will allow Hopewell Township to acquire and resell affordable units that are in danger of foreclosure.
2. Target. Units owned by low or moderate income households who have failed to remain current on the mortgage and are about to lose their homes.
3. Basis for Funding. Affordable units may be purchased to avoid foreclosure. When sufficient funds have accrued in the trust fund, after funding the rental assistance and association fee assistance programs, the Township will monitor the need to prevent foreclosures and will purchase, recondition and resell such units as can reasonably be accomplished.
4. Administrative Entity/Procedure. Funds will be allocated to the purchase and reconditioning of low and very low income units threatened by foreclosure. Township Administrative Agent will determine availability of funds and costs of purchase and preparation for resale and request authorization to disburse funds. Township Committee will, by Resolution, direct the CFO to release the funds to the Administrative Agent, who will acquire the unit. This is dependent upon the availability of funds in the affordable housing trust account after the first month's rent and association fee assistance programs are fully funded each year.

Eligibility

Applications submitted for affordability assistance will be approved on a first- come, first-served basis according to the following criteria:

1. There are Affordability Assistance Funds remaining in the budget for the year. This will include whether sufficient funds have been allocated to very low-income households.
2. The applicant owns or rents a deed-restricted affordable unit in Hopewell Township that they maintain as their primary residence or the unit is in danger of being foreclosed.
3. The applicant has not received an affordability assistance grant in the past. (Only one award per household is permitted.)
4. The applicant is income certified. Applicants for assistance with first month's rent will have already been income certified. Applicants applying for all other types of assistance will require income certification at the time of application.

Repayment Terms & Repayment Agreement

Recipients of assistance through the first month's rent assistance or the association fee assistance programs will not be required to repay the assistance. Therefore there is no repayment term or repayment agreement.

Administration

The Municipal Housing Liaison will be responsible for oversight of all programs. Questions about the Program should be directed to the Municipal Housing Liaison.

Appendix A: Affordability Assistance Application

APPLICATION FOR AFFORDABILITY ASSISTANCE IN HOPEWELL TOWNSHIP

This application must be fully completed so that it can be accepted and processed. This application is not transferable. If you require assistance, please call _____ at _____, extension _____. If your application is complete and you are approved to receive affordability assistance, you will be certified by _____ and notified by mail. **IT IS YOUR RESPONSIBILITY TO MAKE CERTAIN YOUR APPLICATION IS COMPLETE AND THE INFORMATION PROVIDED IS TRUE AND ACCURATE.**

The information in this application and any other information that is required to complete this application are kept confidential. NO PART OF THIS APPLICATION OR YOUR APPLICATION FILE WILL BE GIVEN TO ANY PERSON, ENTITY OR BUSINESS NOT RELATED TO THE TOWNSHIP OF HOPEWELL, OR THEIR AGENTS WITHOUT YOUR WRITTEN REQUEST OR CONSENT.

"Family" includes all persons living in a single unit whether they are related by blood, marriage or otherwise. The information requested includes information about all persons intending to reside in the Affordable Rental Unit.

Applications submitted for affordability assistance will be provided on a first-come, first-served basis according to the following criteria:

1. There are Affordable Assistance Funds remaining in the budget for the year.
2. The applicant owns or rents a deed-restricted affordable unit in Hopewell Township that they maintain as their primary residence.
3. The applicant has not received an affordability assistance grant in the past. (Only one award per household is permitted.)
4. The applicant is income certified.

Part I All Applicants must complete this section

Date: _____

Name: _____

1. Please indicate what type of assistance you are applying for (Choose one):

☐	First month rent	• Up to one month's rent
☐	Other: PL ☐ AS ☐ D ☐ SC ☐ B ☐ B ☐ LOW:	• Other types of assistance may be available under special circumstances such as a special assessment by the homeowner's association.

2. \$ Amount of ☐e request (Please see above for maximum amounts): _____

3. Please explain the reason why you need assistance (attach additional paper if needed):

CERTIFICATION

I hereby certify that the above information concerning my family size, actual gross income as well as all other information contained herein is true and accurate to the best of my knowledge. I further understand that Hopewell Township is relying upon this information in order to determine whether I qualify for affordability assistance. I further certify that the copies of the documents attached to this application are true and accurate copies of the originals of such documents. I further certify that I intend to personally occupy the unit as my primary residence except for reasonable periods of vacations and illnesses. I understand that I cannot sublet or re-rent the unit.

I authorize Hopewell Township or their agents to check for accuracy on any and all statements and representations made in this application. This may include calls to employers to verify income, contact with banks, etc.

Applicant _____

Date _____

Co-Applicant _____

Date _____

Affordability Assistance Program

Part III Only complete this section if you are applying for assistance other than first month's rent

Please list your estimated monthly expenses:

	Monthly Expense
Auto	
Loan	
Insurance	
Maintenance/Repairs	
Housing	
Rent/Mortgage	
Home owners association	
Property Tax	
Insurance	
Medical	
Health Insurance	
Co-pays	
Other (medications, glasses, etc.)	
Utilities	
Internet/phone/cable	
Electricity/heating	
Water Sewer	
Trash	
Cell Phone	
Other	
Childcare/day care	
Child Support/Alimony	
Credit card debt	
Education	
Food	
Fees/tolls/parking	
Public Transportation	
Student loan	
Tuition	
Other: (please specify)	
TOTAL Expenses	

If your total monthly expenses exceed your monthly income, how will you pay your household expenses in the future: _____

Part I Household Member Details

Name of Household Member filling out this form _____ Sex : M/F

Date of Birth _____ SS# _____

Name of Second Household Member _____ Sex : M/F

Date of Birth _____ SS# _____

Home Phone () _____ Work Phone () _____

Current Street Address _____ Apt# _____

Town _____ State _____ Zip Code _____

County _____

Mailing Address if different from above:

Please list all other household members, excluding the person filling out this form,

who will live in the unit.

NAME	RELATIONSHIP	GENDER	BIRTH DATE	SOCIAL SECURITY

HOUSING REQUIREMENTS

How many persons presently live in your home# _____

How many are less than 18 years of age# _____

PART IV. EMPLOYMENT INFORMATION

Please fill out the information below for every household member who receives income from employment and is 18 years of age or over. (Also include any part-time employment)

1. Household Member Name _____
☐ Employer Name _____
☐ Employer Address _____ County _____
☐ Years at Job _____ Job Title _____
Phone ☐ _____ Immediate Supervisor _____
2. Household Member Name _____
☐ Employer Name _____
☐ Employer Address _____ County _____
☐ Years at Job _____ Job Title _____
Phone ☐ _____ Immediate Supervisor _____
3. Household Member Name _____
☐ Employer Name _____
☐ Employer Address _____ County _____
☐ Years at Job _____ Job Title _____
Phone ☐ _____ Immediate Supervisor _____

INCOME DOCUMENTATION

Please use a separate income information section for every household member who is 18 years of age or over and receives income of any kind.

ATTACH THE FOLLOWING REQUIRED DOCUMENTS FOR EACH APPLICANT:

- 1) Copies of federal and state tax returns for the previous 3 consecutive years.
- 2) Copies of 4 consecutive/current pay stubs: including overtime, bonuses or tips.
- 3) Copies of 6 months current bank statements for all accounts.
- 4) Copies of child support court documents and custody verification, if applicable, are required.

PART C CALCULATION

Please state the amount of your current annual projected gross income from each applicable source use additional pages if necessary if there are more than two incomes

	AD LT 1	AD LT 2
Gross Salary or Wages	\$ _____	\$ _____
Pension	\$ _____	\$ _____
Social Security	\$ _____	\$ _____
Unemployment Compensation	\$ _____	\$ _____
Child Support received	\$ _____	\$ _____
(Added to income)		
Child Support paid	\$ _____	\$ _____
(Subtracted from income)		
Disability Payment	\$ _____	\$ _____
Welfare	\$ _____	\$ _____
Tips/Commissions	\$ _____	\$ _____
Alimony	\$ _____	\$ _____
Other	\$ _____	\$ _____
Total	\$ _____	\$ _____

TOTAL CURRENT

Total

TOTAL ADDED CURRENT

Please list all checking and savings accounts, CDs, Money Market Funds, Mutual Funds and any other assets held by financial institutions below, whether or not you gain interest from them for all members.

Name and address		Current	%	Projected
Financial institution	Account number	Balance/Value	interest	Annual interest income

Total Projected interest income a year \$ _____

Affordability Assistance Program

Please list all stocks, bonds and other income producing assets

<i>Name and address Financial Institution</i>	<i>Number of Shares</i>	<i>Current Value</i>	<i>Projected Annual Income</i>

Total Projected income from dividends \$._____

Other income

Do you own a business or income producing real estate? ☐ Yes ☐ No

Do you receive income/rents from these assets? ☐ Yes ☐ No

If Yes: Value the yearly net income less valid business expenses on this property or business

Total projected \$_____

Do you have any other sources of income? ☐ Yes ☐ No

If yes: please describe _____ Gross yearly income \$_____

TOTAL HOUSEHOLD ANNUAL COMBINATION OF MAJOR C:_____

Combination of sections of this application

General

Do you own a home or other real estate:_____

Township of Hopewell - Affordable Sales Program

[Home \(/\)](#) » [Communities \(/communities\)](#)

PCHDC serves as the Administrative Agent for the Township of Hopewell's Affordable Sales Program. There are a variety of opportunities for low and moderate income homes for sale in Hopewell. Hopewell currently has a total of 143 affordable homes and condos units. The homes are located in Brandon Farms and Pennington Pointe, along with one accessory apartment on Wrick Avenue and two units on Minnietown Lane.

Current homeowners must contact PCHDC if they wish to resell, refinance or make any capital improvements to their home.

The following homes are currently for sale in Hopewell:

104 Dunleigh - 2 bedroom - low income \$83,557

106 Dunleigh - 2 bedroom - moderate income \$140,309

203 Castleton - 2 bedroom moderate income \$118,000

171 Shrewsbury - 2 bedroom - low income \$84,696

189 Shrewsbury - 2 bedroom - moderate income \$142,385

As the Administrative Agent, PCHDC is responsible for:

- Overseeing the sales affordability controls
- Affirmative marketing of each resale
- Processing all sales applications
- Completing household income certifications
- Maintaining the sales waitlist of income eligible applicants
- Maintaining close contact with the Municipal Housing Liaison on all affordable rental matters

- Furnishing to attorneys/closing agents the forms required at closing (deed, mortgage and note)
- Maintaining close contact with the Municipal Housing Liaison on all affordable sales matters

For further details on affordable housing opportunities in Hopewell Township, visit Hopewell Township Affordable Housing (<http://hopewelltp.org/150/Affordable-Housing>).

PCHDC follows the New Jersey Council on Affordable Housing's (COAH) guidelines to administer the affordable sales program, as defined and set forth in the Uniform Housing Affordability Controls (HAC) and in N.J.A.C. 5:80-26.1 et seq.

Further details can be found at:

<http://www.nj.gov/dca/services/lps/hss/adminresources.html>
(<http://www.nj.gov/dca/services/lps/hss/adminresources.html>)

http://www.nj.gov/dca/services/lps/hss/admin_files/2006uhacmanual.pdf
(http://www.nj.gov/dca/services/lps/hss/admin_files/2006uhacmanual.pdf)



Income Qualifying

(https://www.princetoncommunityhousing.org/sites/default/files/incomelimits_0.pdf)

Hopewell Sales Application

(https://www.princetoncommunityhousing.org/sites/default/files/hopewell-sales-application_0.pdf)

2018 Princeton Community Housing

One Monument Drive, Princeton, 08540 (/contact-us) • 609-924-3822 (tel:609-924-3822) • Fa 609 -924-3827
(tel:609-924-3822)



(<https://www.facebook.com/pch.org>)



PCH Access (/user)

T H P H P
M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 5

Affordable Housing Ordinance

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

ORDINANCE NO. 18-1680

**AN ORDINANCE OF THE TOWNSHIP OF HOPEWELL, COUNTY OF MERCER
AND STATE OF NEW JERSEY, AMENDING CHAPTER XVII OF THE CODE
ENTITLED "LAND USE AND DEVELOPMENT" 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 Township Committee of the Township of Hopewell, Mercer County, New Jersey, that the Code of the Township of Hopewell is hereby amended to include provisions addressing Hopewell'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.

The Hopewell 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. 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.

Section 1. Monitoring and Reporting Requirements

The Township of Hopewell shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

1. Beginning on February 1, 2018, and on every anniversary of that date through February 1, 2025, the Township agrees to 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 (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). 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.

2. Beginning on February 1, 2018, and on every anniversary of that date through February 1, 2025, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.
3. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, 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 and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.
4. By March 1, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low income housing obligations.

Section 2. Definitions

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

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

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent” means 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” means 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” means 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” means, 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” means 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)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means 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” means 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” means 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 arrangement" means 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" means 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" means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

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

"DCA" means the State of New Jersey Department of Community Affairs.

"Deficient housing unit" means 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" means 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" means 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” means 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” means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means 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” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

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

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between spouses; 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” means 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” means 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” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

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

“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

“Very low-income household” means a household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

“Very low-income unit” means a restricted unit that is affordable to a very low-income household.

“Weatherization” means 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.

Section 3. Applicability

1. 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 Hopewell pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.

2. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

Section 4. Alternative Living Arrangements

1. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:

a. 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;

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

2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

3. 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.

Section 5. Phasing Schedule for Inclusionary Zoning

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

Section 6. New Construction

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

a. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit. At least 13 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of regional median income by household size). The very low income units shall be counted as part of the required number of low income units within the development.

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.

c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

- 1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
- 2) At least 30 percent of all low- and moderate-income units shall be two bedroom units;
- 3) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
- 4) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:

b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

- 1) An adaptable toilet and bathing facility on the first floor; and
- 2) An adaptable kitchen on the first floor; and
- 3) An interior accessible route of travel on the first floor; and
- 4) 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
- 5) 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
- 6) 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

Hopewell has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

b) To this end, the builder of restricted units shall deposit funds within the Township of Hopewell's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

c) The funds deposited under paragraph 6)b) above shall be used by the Township of Hopewell for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of Hopewell for the conversion of adaptable to accessible entrances.

e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township Treasurer 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.

3. Design:

a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

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

4. Maximum Rents and Sales Prices:

a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures set forth in the Consent Order entered on December 16, 2016, by the Honorable Douglas K. Wolfson, JSC, in In the Matter of the Township of East Brunswick for a Judgment of Compliance of its Third Round Housing Element and Fair Share Plan, Docket No.: MID-L-004013-15.

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one and one-half person household;
- 3) A two-bedroom unit shall be affordable to a three-person household;
- 4) A three-bedroom unit shall be affordable to a four and one-half person household; and
- 5) A four-bedroom unit shall be affordable to a six-person household.

f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one and one-half person household; and
- 3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.

j. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. 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.

Section 7. Utilities

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

Section 8. Occupancy Standards

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.

Section 9. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Hopewell takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the

recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 10. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

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.

Section 11. Buyer Income Eligibility

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Township Committee, and subject to the Court's approval, permit a moderate-income

purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

Section 12. Limitations on Indebtedness Secured by Ownership Unit; Subordination

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 13. Capital Improvements To Ownership Units

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the

maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

Section 14. Control Periods for Restricted Rental Units

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Hopewell takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Mercer. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

- a. Sublease or assignment of the lease of the unit;
- b. Sale or other voluntary transfer of the ownership of the unit; or

3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 15. Rent Restrictions for Rental Units; Leases

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

Section 16. Tenant Income Eligibility

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.

b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.

c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does

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

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

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Section 17. Municipal Housing Liaison

1. The Township of Hopewell shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Township's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Township's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). Hopewell shall adopt an Ordinance creating the position of Municipal Housing Liaison and a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Hopewell, including the following responsibilities which may not be contracted out to the Administrative Agent:

- a. Serving as Hopewell's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
- b. Monitoring the status of all restricted units in Hopewell's Fair Share Plan;
- c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;
- d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
- e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

3. Subject to the approval of the Court, the Township of Hopewell shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Township in accordance with UHAC and this Ordinance. 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 work of the Administrative Agent(s).

Section 18. Administrative Agent

An Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. *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.* 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 includes:

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

b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. Household Certification:

a. Soliciting, scheduling, conducting and following up on interviews with interested households;

b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Township of Hopewell when referring households for certification to affordable units; and

g. Notifying the following entities of the availability of affordable housing units in the Township of Hopewell: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.

3. Affordability Controls:

a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;

c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Mercer County Register of Deeds or Mercer County Clerk's office after the termination of the affordability controls for each restricted unit;

- d. Communicating with lenders regarding foreclosures; and
- e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Rerentals:

- a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rerental; and

- b. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

- a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

- b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

- c. Notifying the municipality of an owner's intent to sell a restricted unit; and

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

6. Enforcement:

- a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

- b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

- c. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;

d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;

e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and

f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Township Committee and the Court, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.

c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

Section 19. Affirmative Marketing Requirements

1. The Township of Hopewell shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 4 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4, comprised of Mercer, Monmouth and Ocean Counties.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program,

including initial sales and rentals and resales and rerentals. The Administrative Agent designated by the Township of Hopewell shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

9. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 20. Enforcement of Affordable Housing Regulations

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

2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

1) 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;

2) 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 Hopewell Affordable Housing Trust Fund of the gross amount of rent illegally collected;

3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

1) 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.

2) 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.

3) 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.

4) 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.

5) 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.

6) 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.

Section 21. Appeals

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

REPEALER

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

SEVERABILITY

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.

EFFECTIVE DATE

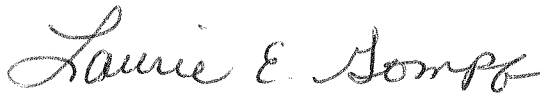
This Ordinance shall take effect upon passage and publication as provided by law.

Date Introduced: January 8, 2018
Date Advertised: January 12, 2018
Date Adopted: January 29, 2018



Kevin D. Kuchinski
Mayor

Attest:



Laurie E. Gompf
Municipal Clerk

Introduced: January 8, 2018

Motion by: McLaughlin

Second by: Blake

Introduction Roll Call:

Ayes: Blake, Hart, McLaughlin, Ruger, Mayor Kuchinski

Nayes: None

Absent: None

Abstain: None

Adopted: January 29, 2018

Motion by: McLaughlin

Second by: Blake

Adoption Roll Call:

Ayes: Blake, McLaughlin, Ruger, Mayor Kuchinski

Nayes: Hart

Absent: None

Abstain: None

I hereby certify the foregoing to be a true copy of an Ordinance adopted by Township Committee of the Township of Hopewell at a meeting held on January 29, 2018.



Laurie E. Gompf
Municipal Clerk

T H P H P
M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 6

Reporting and Monitoring

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 8th day of January, 2018 by and between the **TOWNSHIP OF HOPEWELL** (hereinafter called "the Township"), and **PCH DEVELOPMENT CORPORATION** (hereinafter called the "professional") having a place of business at One Monument Drive, Princeton, NJ 08540; and

WHEREAS, the Township of Hopewell has need of administrative services related to affordable housing; and

WHEREAS, it is the desire of the Township and the professional to execute an Agreement authorizing the service to be performed and the charges therefore, and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) allows the Township to contract for professional services without the necessity of bidding;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. **Term.** The term of this Agreement shall be from January 8, 2018 until December 31, 2018.
2. **Scope of Service.** The professional shall provide administrative services related to Affordable Housing.
 - a. The professional shall provide a written report detailing the status of each project to the governing body as follows:
 - i. One week prior to the first regular Township Committee meeting of each month in the case of ongoing projects where routine updates are appropriate.
 - ii. In the case of ongoing litigation, the report shall be submitted by 12 o'clock noon the Friday prior to each Township Committee meeting.
 - iii. When decisions by the Township Committee are necessary for matters of ongoing litigation, separate immediate confidential notice shall be given to the Township Committee members by email with copies to the Administrator, Clerk and Municipal Attorney.
 - iv. All reports shall be issued in digital pdf form by email to the Administrator and the head of the department that the service is provided to. One original signed and sealed copy shall be submitted to the head of the department the service is being provided to.
 - b. At the close of the November billing cycle the consultant shall, using best available information provide an estimate for the subsequent year services based upon projected hourly rates.
3. **Compensation.** This contract amount shall not exceed \$36,170.00
This contract amount is established in the awarding resolution approved by the township committee. The Township cannot pay any bills that exceed this amount without the prior amendment to this contract by Resolution of the township committee.
 - a. The professional shall be paid on an hourly basis for work in accordance with the attached hourly rate.

- b. The professional shall make every effort to avoid compensation for travel time. Conference calls, video conferencing and all other methods of communication shall be utilized in order to achieve this term.
- c. There shall be no separate compensation for copies or reproduction. Copies or reproductions needed will be made by the township.
- d. Separate compensation will be made for reproduction costs only when professionals issue bid documents on behalf of the township. All costs shall be based on a pre-approved schedule of costs for these services.

4. **Billing:** The professional shall submit detailed invoices **NO LATER** than the 15th day of each month for services performed during the previous month:

- a. Each invoice shall detail all charges including: individual dates of service, the number of hours per employee by date and a detailed description of the service for each date.
- b. Each invoice shall be accompanied by an original signed township voucher showing the township purchase order number that corresponds to the specific contract, the contract amount, the total amount of invoices submitted to date (which shall include the current invoice amount) and the remaining value of the contract (see attached invoice form).
- c. When services are provided that are related to a specific project or task which will be provided over multiple dates, the consultant shall create a subcategory to track all expenses related to this specific project or task independently.
- d. A pdf file of all monthly invoices shall be emailed to the Administrator prior to the submission date above. Original signed paper copies shall be mailed to the Chief Finance Officer. All invoices shall be received by Hopewell Township prior to the 15th day of the month.
- e. The professional shall track the costs of all services provided to insure they do not exceed the contract amount stated in #3 above.
- f. The professional shall notify the Township Administrator and Chief Finance Officer of the projected annual cost of these services when the following occurs:
 - i. The total invoices to date are within 75% of the not-to-exceed amount of the contract; and/or
 - ii. The projected costs for services will exceed the contract amount; and/or
 - iii. Immediately when any project or task is requested by township staff or township officials that are not within the scope of this contract.
 - iv. The professional shall provide an estimate of all anticipated future costs when notice is provided according to i, ii and iii above
- g. The contract amount may be reduced by any fees paid for services rendered by other parties resulting from this professional having a disqualifying interest with respect to the matter for which the services were rendered.
- h. Unless the Township questions the amount thereof, the professional's invoices shall be paid within thirty (30) days of receipt.

5. **Contract Changes.** The professional shall not incur fees in excess of the contract amount provided by the Township and as set forth in the resolution awarding this contract unless and until said contract amount is first amended by resolution approved by the Township Committee.

6. **Affirmative Action.** The parties hereby incorporate into this Agreement the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of

New Jersey pursuant to P. L. 1975, c. 127, as amended and supplemented from time to time, as set forth in the attachment hereto.

7. Execution of Affidavit. The professional agrees to execute the Affirmative Action Affidavit attached hereto and to execute any disclosure certification pertaining to conflicts of interest, which the Township hereafter may require members or professionals of Township bodies to execute.

8. Insurance. The professional shall be covered by professional liability insurance in the amount of \$1,000,000.

9. Responsibilities. The professional shall perform his responsibilities in a professional and workmanlike manner in conformity with the responsibilities, demand and ethics of his profession.

10. Deliverables and Work Product. Deliverables shall be in color on paper and in personal document format (pdf) on a CD or DVD-R format. All work product including internal memoranda, reports, maps, plans and final product shall become the property of the Township and shall be surrendered to the Township or its designee upon termination of this Agreement.

11. Assignment. This Agreement for professional services may not be assigned by either party.

12. Business Registration Compliance. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

13. Political Contribution Disclosure. This contract has been awarded to **PCH DEVELOPMENT CORPORATION** based on the merits and abilities of **PCH DEVELOPMENT CORPORATION** to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that **PCH DEVELOPMENT CORPORATION** its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Hopewell if a member of that political party is serving in an elective public office

of the Township of Hopewell when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Hopewell Township when the contract is awarded.

14. Pay-to-Play. In addition to the requirements of P.L. 2004, c.19, the New Jersey "Local Unit Pay-to-Play Law," all professionals who perform work for Hopewell Township must comply with Hopewell Township Ordinance #02-1255, which established a Township policy for the awarding of public professional services contracts.

15. Termination. Either party may terminate this contract before December 31, 2018 by sending written notice thirty (30) days before the termination date by certified mail. Such notice must be sent to the professional at the address listed in this contract or to the Township Clerk, Township of Hopewell, 201 Washington Crossing-Pennington Road, Titusville, NJ 08650.

16. Acknowledgement. In signing this agreement the professional acknowledges that it has read and understands all contract terms.

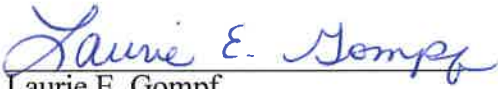
IN WITNESS WHEREOF, the Township has caused these presents to be executed by its duly authorized representative, and the professional has set his hand and seal hereunder on the above written date and year.

TOWNSHIP OF HOPEWELL



Kevin D. Kuchinski
Mayor

ATTEST:



Laurie E. Gompf
Municipal Clerk

PCH DEVELOPMENT CORPORATION .



Edward Truscelli

Response to Request for Proposal

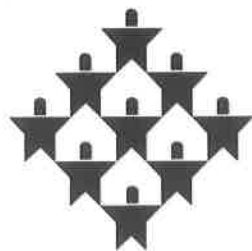
For

Affordable Housing Sales

Administrative Agent

Hopewell Township

November 6, 2017



PRINCETON
COMMUNITY
HOUSING

PCH Development Corporation

an affiliate of Princeton *Community* Housing

www.princetoncommunityhousing.org

2018 Administrative Agent Services Proposal

Administrative Agent Services Proposal

Executive Summary

PCH Development Corporation (PCHDC) appreciates the opportunity to provide a response to Hopewell Township's request for proposals for the provision of 2018 Administrative Agent services for Hopewell Township's affordable sales housing inventory. These services will include, in general, affirmative marketing, maintaining waiting lists of qualified applicants, processing sales applications, income certification as well as oversight and assistance with enforcement of sales affordability controls. A more comprehensive description of the scope of services to be provided is included in the Scope of Work section below.

PCHDC has served as the administrative agent for Hopewell Township's affordable sales since January 2013. PCHDC is uniquely qualified to provide Hopewell Township with the highest quality services in the most cost effective manner, given 1) our experience in successfully providing administrative agent services to municipalities, including Hopewell Township and Princeton; 2) the depth and expertise of our staff; 3) our accessible location in nearby Princeton; 4) our familiarity and history of collaboration with partner housing and social services organizations; and 5) our long standing commitment to and collaborative accomplishments in expanding affordable housing opportunities in the surrounding area.

Princeton Community Housing Background

Since its founding in 1967, Princeton Community Housing has developed and currently manages 466 units of rental housing in Princeton for people with low and moderate incomes. Princeton Community Housing and its affiliate nonprofit entities support the growth, development and management of affordable housing in the Princeton area. These entities include:

- Griggs Farm, Inc. owns 70 family rental inclusionary units at the **Griggs Farm** community on Cherry Valley Road in Princeton, consisting of one and two-bedroom apartments and three-bedroom townhouses. Opened in 1989, the Griggs Farm community combines a total of 280 privately owned, market rate townhouses, moderate income sales units, and low income rental units.



Griggs Farm

- PCV Group, Inc. is the managing General Partner of Princeton Community Village Associates L.P., the owner of 238 low and moderate income rental units for families ranging in size from one-bedroom apartments at Holly House to four-bedroom townhouses at **Princeton Community Village** on Bunn Drive in Princeton.



Townhouses, Princeton Community Village



Elm Court

- Elm Court, Inc. owns 88 units consisting of 66 one-bedroom apartments and 22 studios at **Elm Court** on Elm Road in Princeton, serving low and moderate income elderly residents and mobility impaired persons of all adult ages.

- Elm Court II, Inc. owns 67 one-bedroom apartments at **Harriet Bryan House**, adjacent to Elm Court and serving very low income elderly residents.



Harriet Bryan House

- PCH Homes, Inc., is the ownership entity for free-standing homes in Princeton that are acquired and converted to affordable rental properties; we currently have a total of 3 homes, serving low and moderate income households.

- Princeton Community Housing, Inc. raises and distributes funds for all Princeton Community Housing affordable housing initiatives.
- PCHDC is the property management company for all communities and the free standing homes listed above. In addition to managing units that PCH and its affiliates own, PCHDC currently manages 5 very low and low income apartments for Princeton at 100 Leigh Avenue, and 4 low very low, low and moderate income units at 135 Bayard St. PCHDC also serves as the Managing Agent for Shirley Ct. and Maclean St. where there are 10 low and moderate income condominiums of individual ownership and 2 moderate rentals.
- In addition to PCHDC's administrative agent (AA) services to Hopewell Township, PCHDC also currently provides AA services for the following towns/properties listed below:
 - Municipality of Princeton – thirty-nine (39) “scattered site” rental units in Princeton.
 - American Campus Communities – Princeton University’s “Merwick-Stanworth” housing, including initial and ongoing lease up of 56 completed affordable rentals.
 - Princeton University – “135 Bayard St.” in Princeton, including initial and ongoing lease up of 4 units;
 - Avalon Bay – Administrative Agent services for a total of 56 affordable rental units at “Avalon Princeton.”

As an administrative agent, PCHDC complies with the NJ Fair Housing Act and promotes the principles of the Federal Fair Housing laws. As an active member of the Affordable Housing Professionals of NJ (AHPNJ) and the Housing and Community Development Network of New Jersey (HCDNNJ), PCHDC is able to remain informed and participate in dialogue regarding all state and federal housing issues and regulation changes.

Please visit <http://www.princetoncommunityhousing.org> for more information about the organization.

Qualifications and Experience

As the current administrative agent for the one hundred and forty-three (143) affordable sales and 1 accessory apartment rental unit in Hopewell, PCH's staff has consistently demonstrated a professional approach as well as the experience and knowledge to effectively and efficiently navigate and fulfill the requirements and responsibilities associated with providing

administrative services set forth in the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80 – 26.14, 26.15 and 26.16. The full range of these requirements and responsibilities are outlined in detail in the Scope of Work section below.

PCHDC will provide the administrative agent services via the full time staff outlined below:

- **Arnaz Yousafzai, Property Manager/COAH Administrative Agent**, has been the designated administrative agent (AA) for Princeton's affordable rentals (and previously sales) since February 2011 and Hopewell's AA for sales since January 2013. Arnaz will continue to serve as the primary day to day contact person for Hopewell and is responsible for reviewing all applications, income certifying renters and buyers of affordable units, and is the point of contact for all related resale matters from the initial intent to sell to closing. In addition to her current Administrative Agent duties, Arnaz is the property manager for seventy affordable rental units at Griggs Farm. Arnaz also oversees the additional PCHDC administrative agent and property management staff listed below.

Arnaz has been with PCHDC since 2009. Prior to joining PCHDC, Arnaz worked for another Administrative Agent that was serving several counties in New Jersey. Arnaz has extensive experience working with the general public. She has completed coursework toward the COAH certification and will continue to attend continuing education opportunities in the field as they are offered. Arnaz received a B.A. in Urban Studies/Planning from Rutgers University.

- **Necall Durrant, Assistant Property Manager**, has been with PCHDC since 2012 and joined the PCHDC property management/administrative agent team in January 2014. Necall will work collaboratively with Arnaz, to provide assistance on Hopewell AA matters. She is responsible for regular communication with sales applicants regarding eligibility, application processing and execution of income certification and closing documents.
- **Olga Shishkina, Administrative Agent and Property Management Assistant**, has been with Princeton Community Housing since June 2015. Olga assists in the day to day Administrative Agent duties for Hopewell's affordable units, such as application intake and follow-up and also assists in the marketing of units as they come available. Olga has a B.S. in Mathematics from Higher School of Economics, Moscow.
- **Rosa Reyes, Administrative Agent Assistant**, has been with PCHDC since September 2016. She assists the Property Management team with affordable sales certifications and with communication with applicants, renters, buyers/sellers. She has worked for over 6 years as a Housing and Credit Counselor. Rosa has a B.A. in Psychology from the University of Puerto Rico as well as a Master of Education in Counseling and Guidance.

- **Ed Truscelli, Executive Director**, will oversee all aspects of the administrative agent services provided and will work with staff to prepare and deliver required or requested reports, attend meetings and assist in the compilation of an affordable housing budget for the Township Administrator. In addition to being an architect skilled in the design of multifamily and senior affordable housing in the Princeton area, Ed served President of the Hopewell Township Affordable Housing Corporation from 2001-2012 and has collaborated with the Housing Liaison and Administrative Agents there during that time to ensure the Township's faithful compliance with the Uniform Housing Accessibility Controls. Ed also serves as a leader and trustee for other nonprofit affordable housing and community development groups in New Jersey and is familiar with Council on Affordable Housing (COAH) and UHAC requirements. Ed is a graduate of Columbia University and earned a Master of Architecture degree from the University of Virginia.

Scope of Work

PCHDC will provide Hopewell Township with administrative agent services for a total of 143 sales units and 1 rental unit (see Appendix 1), in accordance with the duties and responsibilities set forth in the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80 – 26.14, 26.15 and 26.16.

In detail, we propose to perform the following tasks for the Hopewell affordable sales program:

- Maintain affordability guidelines as established by COAH (or its designee).
- Carry out the provisions of the Uniform Housing Affordability Controls manual.
- Coordinate affirmative marketing to supplement marketing conducted by unit sellers.
- Review, certify and randomly select applicants for available units.
- Conduct interviews and verify income and purchase eligibility, as applicable.
- Maintain a wait list/database of eligible sales applicants.
- Communicate with applicants in writing in reference to eligibility or non-eligibility.
- Maintain complete files on each restricted unit.
- Communicate all information between respective parties for the resale of units, including homeowners, lenders, and attorneys and closing agents, as required.
- Assist in the administration of the affordability controls for the existing units.
- Report monthly or as needed to the Hopewell Township Affordable Housing Committee.
- Assist in the compilation of a sales budget with the Hopewell Administrator, as requested.

As part of our affirmative marketing services, our updated website also details Hopewell's affordable sales program and housing inventory.

Fee Structure

We propose that our annual fee for the full range of Administrative Agent services noted above is \$12,420, payable on a monthly basis at \$1,035 per month. This fee does not include any work pertaining to new sale or rental units that may be developed in Hopewell Township.

Based on conversations with the Township Municipal Housing Liaison and our experience with the sales program this year, we are suggesting that the Township budget for a total of 20 applications for 2018. Using this estimate and an application processing fee of \$950/application, the application processing fee would be estimated at a maximum of \$23,750. The application fee would be billed only upon the receipt of a complete application package.

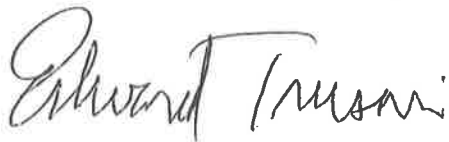
The total of the annual fee (\$12,420) and the estimated application processing fee (\$23,750) is \$36,170 (not including any reimbursable costs as listed in Appendix 1 and represents our recommendation for the Township's 2018 budget.

As the Administrative Agent, PCHDC will work to its full capacity with Hopewell Township's Municipal Housing Liaison, ensuring that all affordable sales are managed and monitored in the most efficient and organized manner and in accordance with all applicable standards.

Thank you for the opportunity to present this proposal. Please contact us at your convenience if you have any questions or need any other information.

We look forward to speaking with you.

Sincerely,



Edward Truscelli, Executive Director



Arnaz Yousafzai, Property Manager, Admin. Agent

APPENDIX 1

Annual fee: \$12, 420*

Cost to cover Administrative Agent duties as defined by UHAC (NJAC 5:80—26-14, and 26-15); this includes affirmative marketing, maintaining waitlists, overseeing affordability controls and enforcement of the rules regarding the resale and administration of affordable sales units. This does not include the processing of applications, conducting income certifications and credit/background checks.

This fee for services pertains to the current 143 affordable units only (143 sales and 1 rental accessory apartment); it does not include services for “new” units.

**** This is to be paid monthly at \$1,035.***

Application Processing Fee: \$950

Cost to review/process each new sales application as defined by UHAC (NJAC 5:80-26.16); this includes, completing income certifications, determining eligibility, credit/background check and conducting random selection of potential purchasers (lottery process). This would only be billed upon receiving a complete application package.

Resale Processing Fee: 2% of sales price

Cost to cover services required to sell an affordable unit (from the time homeowner inquires about the maximum resale price to closing). This fee will be collected from the seller at closing.

Other Processing Fee: \$100 per hour

Cost to cover review of applications for subordinations, home equity loans, refinance requests, etc. This fee will be collected from the homeowner.

Reimbursable Costs:

Costs for expenses such as postage fees for express delivery, display/paid advertising and any other extraordinary expenses will be billed to Hopewell Township.

T H P H P
M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 7

Housing Liaison / Administrative Agent(s)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 8th day of January, 2018 by and between the **TOWNSHIP OF HOPEWELL** (hereinafter called "the Township"), and **PCH DEVELOPMENT CORPORATION** (hereinafter called the "professional") having a place of business at One Monument Drive, Princeton, NJ 08540; and

WHEREAS, the Township of Hopewell has need of administrative services related to affordable housing; and

WHEREAS, it is the desire of the Township and the professional to execute an Agreement authorizing the service to be performed and the charges therefore, and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) allows the Township to contract for professional services without the necessity of bidding;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. **Term.** The term of this Agreement shall be from January 8, 2018 until December 31, 2018.
2. **Scope of Service.** The professional shall provide administrative services related to Affordable Housing.
 - a. The professional shall provide a written report detailing the status of each project to the governing body as follows:
 - i. One week prior to the first regular Township Committee meeting of each month in the case of ongoing projects where routine updates are appropriate.
 - ii. In the case of ongoing litigation, the report shall be submitted by 12 o'clock noon the Friday prior to each Township Committee meeting.
 - iii. When decisions by the Township Committee are necessary for matters of ongoing litigation, separate immediate confidential notice shall be given to the Township Committee members by email with copies to the Administrator, Clerk and Municipal Attorney.
 - iv. All reports shall be issued in digital pdf form by email to the Administrator and the head of the department that the service is provided to. One original signed and sealed copy shall be submitted to the head of the department the service is being provided to.
 - b. At the close of the November billing cycle the consultant shall, using best available information provide an estimate for the subsequent year services based upon projected hourly rates.
3. **Compensation.** This contract amount shall not exceed \$36,170.00
This contract amount is established in the awarding resolution approved by the township committee. The Township cannot pay any bills that exceed this amount without the prior amendment to this contract by Resolution of the township committee.
 - a. The professional shall be paid on an hourly basis for work in accordance with the attached hourly rate.

- b. The professional shall make every effort to avoid compensation for travel time. Conference calls, video conferencing and all other methods of communication shall be utilized in order to achieve this term.
- c. There shall be no separate compensation for copies or reproduction. Copies or reproductions needed will be made by the township.
- d. Separate compensation will be made for reproduction costs only when professionals issue bid documents on behalf of the township. All costs shall be based on a pre-approved schedule of costs for these services.

4. **Billing:** The professional shall submit detailed invoices **NO LATER** than the 15th day of each month for services performed during the previous month:

- a. Each invoice shall detail all charges including: individual dates of service, the number of hours per employee by date and a detailed description of the service for each date.
- b. Each invoice shall be accompanied by an original signed township voucher showing the township purchase order number that corresponds to the specific contract, the contract amount, the total amount of invoices submitted to date (which shall include the current invoice amount) and the remaining value of the contract (see attached invoice form).
- c. When services are provided that are related to a specific project or task which will be provided over multiple dates, the consultant shall create a subcategory to track all expenses related to this specific project or task independently.
- d. A pdf file of all monthly invoices shall be emailed to the Administrator prior to the submission date above. Original signed paper copies shall be mailed to the Chief Finance Officer. All invoices shall be received by Hopewell Township prior to the 15th day of the month.
- e. The professional shall track the costs of all services provided to insure they do not exceed the contract amount stated in #3 above.
- f. The professional shall notify the Township Administrator and Chief Finance Officer of the projected annual cost of these services when the following occurs:
 - i. The total invoices to date are within 75% of the not-to-exceed amount of the contract; and/or
 - ii. The projected costs for services will exceed the contract amount; and/or
 - iii. Immediately when any project or task is requested by township staff or township officials that are not within the scope of this contract.
 - iv. The professional shall provide an estimate of all anticipated future costs when notice is provided according to i, ii and iii above
- g. The contract amount may be reduced by any fees paid for services rendered by other parties resulting from this professional having a disqualifying interest with respect to the matter for which the services were rendered.
- h. Unless the Township questions the amount thereof, the professional's invoices shall be paid within thirty (30) days of receipt.

5. **Contract Changes.** The professional shall not incur fees in excess of the contract amount provided by the Township and as set forth in the resolution awarding this contract unless and until said contract amount is first amended by resolution approved by the Township Committee.

6. **Affirmative Action.** The parties hereby incorporate into this Agreement the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of

New Jersey pursuant to P. L. 1975, c. 127, as amended and supplemented from time to time, as set forth in the attachment hereto.

7. Execution of Affidavit. The professional agrees to execute the Affirmative Action Affidavit attached hereto and to execute any disclosure certification pertaining to conflicts of interest, which the Township hereafter may require members or professionals of Township bodies to execute.

8. Insurance. The professional shall be covered by professional liability insurance in the amount of \$1,000,000.

9. Responsibilities. The professional shall perform his responsibilities in a professional and workmanlike manner in conformity with the responsibilities, demand and ethics of his profession.

10. Deliverables and Work Product. Deliverables shall be in color on paper and in personal document format (pdf) on a CD or DVD-R format. All work product including internal memoranda, reports, maps, plans and final product shall become the property of the Township and shall be surrendered to the Township or its designee upon termination of this Agreement.

11. Assignment. This Agreement for professional services may not be assigned by either party.

12. Business Registration Compliance. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

13. Political Contribution Disclosure. This contract has been awarded to **PCH DEVELOPMENT CORPORATION** based on the merits and abilities of **PCH DEVELOPMENT CORPORATION** to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that **PCH DEVELOPMENT CORPORATION** its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Hopewell if a member of that political party is serving in an elective public office

of the Township of Hopewell when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Hopewell Township when the contract is awarded.

14. Pay-to-Play. In addition to the requirements of P.L. 2004, c.19, the New Jersey "Local Unit Pay-to-Play Law," all professionals who perform work for Hopewell Township must comply with Hopewell Township Ordinance #02-1255, which established a Township policy for the awarding of public professional services contracts.

15. Termination. Either party may terminate this contract before December 31, 2018 by sending written notice thirty (30) days before the termination date by certified mail. Such notice must be sent to the professional at the address listed in this contract or to the Township Clerk, Township of Hopewell, 201 Washington Crossing-Pennington Road, Titusville, NJ 08650.

16. Acknowledgement. In signing this agreement the professional acknowledges that it has read and understands all contract terms.

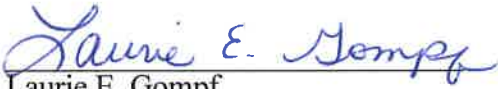
IN WITNESS WHEREOF, the Township has caused these presents to be executed by its duly authorized representative, and the professional has set his hand and seal hereunder on the above written date and year.

TOWNSHIP OF HOPEWELL



Kevin D. Kuchinski
Mayor

ATTEST:



Laurie E. Gompf
Municipal Clerk

PCH DEVELOPMENT CORPORATION .



Edward Truscelli

T H P H P
M C C T

201 WASHINGTON CROSSING – PENNINGTON ROAD
TITUSVILLE, NEW JERSEY 08560-1410

ATTACHMENT 8

Supporting Documents – Outside Agencies / Other



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Office of Water Resources Management Coordination

P.O. Box 420, 401 East State Street

Mail Code 401-02A

Trenton, NJ 08625-0420

Tel: (609) 777-4349

Fax: (609) 984-6505

<http://www.state.nj.us/dep/wrm/>

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

Paul Pogorzelski
Hopewell Township
201 Washington Crossing-Pennington Road
Titusville, NJ 08560

DEC 13 2017

Re: Hopewell Affordable Housing
Block: 93, Lot(s): 3.01 (portion), 5.01, 5.02
Hopewell Township, Mercer County
Mercer County Wastewater Management Plan (WMP)
Mercer County Water Quality Management Plan (WQMP)
Program Interest No.: 435452
Activity No.: AMD170001
Adopted Amendment

Dear Mr. Pogorzelski:

The Department of Environmental Protection (Department) received an application for the amendment proposal identified above on August 28, 2017. The Department prepared this amendment pursuant to the New Jersey Water Quality Planning Act (N.J.S.A. 58:11A-1 et seq.) and the Department's Water Quality Management Planning rules (N.J.A.C. 7:15). The Department published preliminary notice of the plan amendment proposal in the New Jersey Register on October 16, 2017 at 49 N.J.R. 3441(a) and received no comments during the comment period.

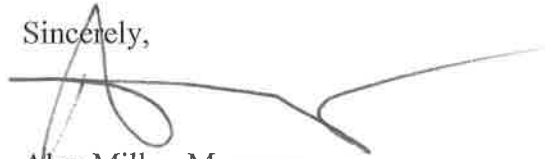
I am pleased to inform you that this amendment is has been formally adopted as of the date of this letter. The Department will publish final notice of the adoption in the New Jersey Register.

Please note that sewer service is not guaranteed by this amendment. This proposed amendment represents only one part of the permit process, and other issues may need to be addressed. These issues may include, but are not limited to, obtaining all permits for the proposed projects; meeting all regulatory requirements for needed permits, compliance with stormwater regulations; antidegradation; effluent limitations; water quality analysis; exact locations and designs of future treatment works; development in wetlands and flood prone areas, or other environmentally sensitive areas which are subject to regulation under Federal or State law or to any contractual arrangements between municipalities, authorities and/or private parties. Inclusion in the sewer service area because of the approval of this amendment does not eliminate the need to obtain all necessary permits, approvals or certifications

required by any Federal, State, County or municipal review agency with jurisdiction over this project/activity.

Please include the program interest and activity numbers above at the top of all written correspondence to the Department on this matter. If you have any questions, please contact Avi Argaman at (609) 292-8058 or Avi.Argaman@dep.nj.gov.

Sincerely,

A handwritten signature in dark ink, appearing to be 'Alan Miller', written over a horizontal line.

Alan Miller, Manager
Office of WRM Coordination

Enclosures

c: Leslie Floyd, Mercer County Department of Planning
Laurie Gompf, Hopewell Township Clerk
S Robert Filler, Ewing Lawrence Sewerage Authority
James Pontoriero, Construction and Connection Permits
Barbara Greenhalgh-Weidman, NJDEP, OWRMC
Amanda Lebon NJDEP, OWRMC
Avi Argaman, NJDEP, OWRMC

PUBLIC NOTICE

ENVIRONMENTAL PROTECTION

OFFICE OF WATER RESOURCES MANAGEMENT COORDINATION

Adopted Amendment to the Mercer County Water Quality Management Plan

Public Notice

Take notice that on ~~DEC 13 2017~~, pursuant to the provisions of the New Jersey Water Quality Planning Act, N.J.S.A. 58:11A-1 et seq., and the Statewide Water Quality Management Planning rules, N.J.A.C. 7:15, the New Jersey Department of Environmental Protection (Department) adopted an amendment (Program Interest No. 435452, Activity No. AMD170001) to the Mercer County Water Quality Management (WQM) Plan. This amendment, submitted by Van Note Harvey Associates on behalf of Hopewell Township, expands the Ewing Lawrence Sewerage Authority sewer service area (SSA) by 73 acres to allow for the construction of a proposed affordable housing development of 600 residential units, consisting of 10 two-bedroom single-family homes, 50 three-bedroom single-family homes, 50 two-bedroom townhouses, 150 three-bedroom townhouses, 200 one-bedroom apartments, and 140 two-bedroom apartments. This amendment also removes 134.19 acres of adopted Ewing Lawrence Sewerage Authority SSA, resulting in a net reduction of 61.19 acres in Ewing Lawrence Sewerage Authority's SSA. The areas removed from the SSA are located on Block 85, Lots 8, 13; Block 88, Lot 5.021, and a portion of Block 93, Lot 6.01, and include wetlands, riparian zones, forested areas, and preserved open space. These lots are owned by Hopewell Township, except for Block 93, Lot(s) 6.01 which is owned by CF Hopewell. The proposed project, identified as "Hopewell Affordable Housing," is in Hopewell Township, Mercer County on Block 93, Lots 5.01, 5.02 and a portion of Lot 3.01, located west of Scotch Road (County Route 611) and south of Washington Crossing-Pennington

Road (County Route 546). Preliminary notice was published in the New Jersey Register on October 16, 2017 at 49 N.J.R. 3441(a). No comments were received during the comment period.

This amendment has been reviewed pursuant to the WQMP rules at N.J.A.C. 7:15. This notice represents the Department's determination that the amendment is compliant with the regulatory criteria at N.J.A.C. 7:15-3.5 and 4.4 and serves as public notice of the Department's final decision pursuant to N.J.A.C. 7:15-3.5(g)11.

Pursuant to N.J.A.C. 7:15-4.4(d), sewer service may only be provided to areas that are not identified as Environmentally Sensitive Areas (ESAs), certain coastal planning areas, or areas subject to US Environmental Protection Agency (EPA) 201 Facilities Plan grant conditions, except as otherwise provided at N.J.A.C. 7:15-4.4(i) through (l).

Pursuant to N.J.A.C. 7:15-4.4(e), ESAs are any contiguous area, based on a composite Geographic Information System (GIS) analysis, of 25 acres or larger consisting of any of the following features alone or in combination: areas mapped as threatened and endangered wildlife species habitat as identified on the Department's Landscape Maps of Habitat for Endangered, Threatened or Other Priority Wildlife as Rank 3, 4, or 5 (Landscape Maps); areas mapped as Natural Heritage Priority Sites; Category One waters designated in the Department's Surface Water Quality Standard, N.J.A.C. 7:9B, based on the Department's maps of such waters and their corresponding 300 foot riparian zones based upon the Flood Hazard Area Control Act Rules, N.J.A.C. 7:13; and wetlands as mapped pursuant to N.J.S.A. 13:19A-1 and 13:9B-25.

In accordance with N.J.A.C. 7:15-4.4(d), areas shall only be eligible for SSA if they are not identified as environmentally sensitive areas, such as threatened and endangered wildlife habitat identified pursuant to N.J.A.C. 7:15-4.4(e)1. Areas identified by the Landscape Maps as being suitable habitat for threatened and endangered wildlife species Rank 3 (State threatened),

Rank 4 (State endangered), and Rank 5 (Federal endangered or threatened) are not to be included in proposed SSAs except as provided under N.J.A.C. 7:15-4.4(i) through (l). To evaluate areas mapped pursuant to N.J.A.C. 7:15-4.4(e)1 as threatened or endangered wildlife species habitat, the Department utilized its Landscape Maps, version 3.3 at <http://www.nj.gov/dep/gis/listall.html>. There is no threatened or endangered wildlife species habitat mapped within the proposed sewer service area.

In accordance with N.J.A.C. 7:15-4.4(d), areas shall only be eligible for SSA if they are not identified as environmentally sensitive areas, such as Natural Heritage Priority Sites identified pursuant to N.J.A.C. 7:15-4.4(e)2. Areas mapped as Natural Heritage Priority Sites are not to be included in proposed SSAs, except as provided under N.J.A.C. 7:15-4.4(i) through (l). To evaluate areas mapped as Natural Heritage Priority Sites pursuant to N.J.A.C. 7:15-4.4(e)2, the Department utilized its GIS data at <http://www.nj.gov/dep/gis/listall.html>. There are no Natural Heritage Priority Sites located on the subject site.

In accordance with N.J.A.C. 7:15-4.4(d), areas shall only be eligible for SSA if they are not identified as environmentally sensitive areas, such as Category One waters and their corresponding 300-foot riparian zones pursuant to N.J.A.C. 7:15-4.4(e)3. Areas identified as Category One waters and their corresponding 300-foot riparian zones are not to be included in SSAs, except as provided under N.J.A.C. 7:15-4.4(i) through (l). To evaluate the existence of Category One waters and their corresponding 300-foot riparian zones pursuant to N.J.A.C. 7:15-4.4(e)3, the Department utilized its GIS data at <http://www.nj.gov/dep/gis/listall.html>. There are no Category One waters or their corresponding 300-foot riparian zones on the subject site.

In accordance with N.J.A.C. 7:15-4.4(d), areas shall only be eligible for SSA if they are not identified as environmentally sensitive areas, such as mapped wetlands pursuant to N.J.A.C.

7:15-4.4(e)4. Areas mapped as wetlands pursuant to N.J.S.A. 13:9A-1 and 13:9B-25 are not to be included in proposed SSAs, except as provided under N.J.A.C. 7:15-4.4(i) through (l). To evaluate the existence of mapped wetlands pursuant to N.J.A.C. 7:15-4.4(e)4, the Department utilized its GIS data at <http://www.nj.gov/dep/gis/listall.html>. The Department's review found that, while there are wetlands located on the proposed project site, there are no wetlands within the proposed SSA.

Pursuant to N.J.A.C. 7:15-4.4(d), areas shall only be eligible for SSA if they are not identified as coastal planning areas pursuant to N.J.A.C. 7:15-4.4(f). Areas mapped as Coastal Fringe Planning Areas, Coastal Rural Planning Areas, and Coastal Environmentally Sensitive Planning Areas are not to be included in SSA, except, as provided under N.J.A.C. 7:15-4.4(f)1 and 2, to abate an existing imminent public health and safety issue, to accommodate infill development or as necessary to create a linear boundary that coincides with recognizable geographic, political, or environmental features depicted in the Department's GIS coverage. To evaluate the existence of any coastal planning areas identified in N.J.A.C. 7:15-4.4(f), the Department evaluated the presence of coastal planning areas identified on the CAFRA Planning Map available at <http://www.nj.gov/dep/gis/listall.html>. The subject site is not located within any Coastal Fringe Planning Areas, Coastal Rural Planning Areas, or Coastal Environmentally Sensitive Planning Areas.

In accordance with N.J.A.C. 7:15-4.4(d), areas shall only be eligible for SSA if they are not identified as areas subject to 201 Facilities Plan grant conditions pursuant to N.J.A.C. 7:15-4.4(g). Areas with Federal 201 grant limitations that prohibit the extension of sewers into specified ESAs are excluded from the SSA, unless documentation can be provided demonstrating that a mapping revision or waiver has been obtained from EPA, as provided under N.J.A.C. 7:15-4.4(g). To evaluate the existence of 201 Facilities Plan grant conditions that prohibit the expansion of

SSA to ESAs, the Department reviewed the EPA list of New Jersey Counties with ESA Grant Conditions at <https://www3.epa.gov/region02/water/sewer.html>. There are no 201 Facilities Plan grant conditions for the proposed site.

Pursuant to N.J.A.C. 7:15-4.4(h)1 and 2, the Department shall consider in the delineation of areas eligible for sewer service, the land uses allowed in zoning ordinances and future land uses shown in municipal or county master plans. The applicant requested the proposed amendment to comply with a Settlement Agreement (Agreement) dated July 13, 2017, between Hopewell Township, the Fair Share Housing Center of New Jersey, and five private parties to meet the Township's obligations under the Mount Laurel doctrine and the Fair Share Housing Act of 1985. The Agreement provides that the Township must adopt all ordinances necessary to permit the proposed development stipulated in the Agreement and the proposed amendment within 120 days of August 28, 2017. On July 10, 2017, Hopewell Township adopted Resolution 17-245 approving the Agreement to enable the construction of the affordable/low income housing on the properties subject to the proposed SSA expansion. On September 11, 2017, the Mercer County Department of Planning confirmed to the Department via email that proposed project is consistent with the county master plan.

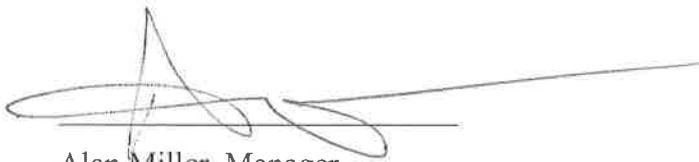
Pursuant to N.J.A.C. 7:15-3.5(j)2, projects that propose to add 100 or more acres to the SSA or where the additional SSA would generate 20,000 gpd or more of wastewater, a modification to the wastewater treatment capacity analysis prepared in accordance with N.J.A.C. 7:15-4.5(b) to include the proposed project or activity is required. The proposed project plans to add 73 acres to the SSA and the projected wastewater flow for the proposed project, anticipated to be received by Ewing Lawrence Sewerage Authority, is 135,000 gpd based on flow calculations in accordance with N.J.A.C. 7:14A-23.3. The Ewing Lawrence Sewerage Authority Treatment

Plant is currently permitted to discharge up to 16 Million Gallons per Day (MGD) under New Jersey Pollutant Discharge Elimination System (NJPDES) permit NJ0024759. Based on the highest consecutive 12 month rolling average flow from NJPDES Discharge Monitoring Reports over the most recent 5-year period, for the twelve-month period of June 2013 to May 2014, the existing wastewater flow discharged from the Ewing Lawrence Sewerage Authority Treatment Plant was calculated to be 12.128 MGD. Therefore, the additional flow should not cause the facility to exceed its permitted capacity.

N.J.A.C. 7:15-3.5(g)6 requires the applicant to request a written statement of consent from all identified governmental entities, sewerage agencies, and BPU related sewer and water utilities that may be affected by, or otherwise have a substantial interest in, approval of the amendment proposal. Accordingly, the Department instructed the applicant to request written statements of consent from the Township of Hopewell, the Ewing Lawrence Sewerage Authority, and the Mercer County Executive Board. On October 23, 2017, the Township of Hopewell adopted Resolution 17-342 in support of the proposed amendment. On November 14, 2017, the Ewing Lawrence Sewerage Authority adopted Resolution 111:17 opposing the amendment. However, on November 30, 2017, the Ewing Lawrence Sewerage Authority submitted a letter to the Department expressing that the Sewerage Authority intends to adopt a resolution in support of the proposed amendment on December 19, 2017, which would also rescind Resolution 111:17 based on incorrect future wastewater flow calculations. On December 13, 2017, the Mercer County Executive submitted a letter in support of the proposed amendment, based on Resolution 2017-02 by the Mercer County Planning Board in support of the proposed amendment.

Sewer service is not guaranteed by this amendment. This amendment represents only one part of the permit process and other issues may need to be addressed. These issues may include,

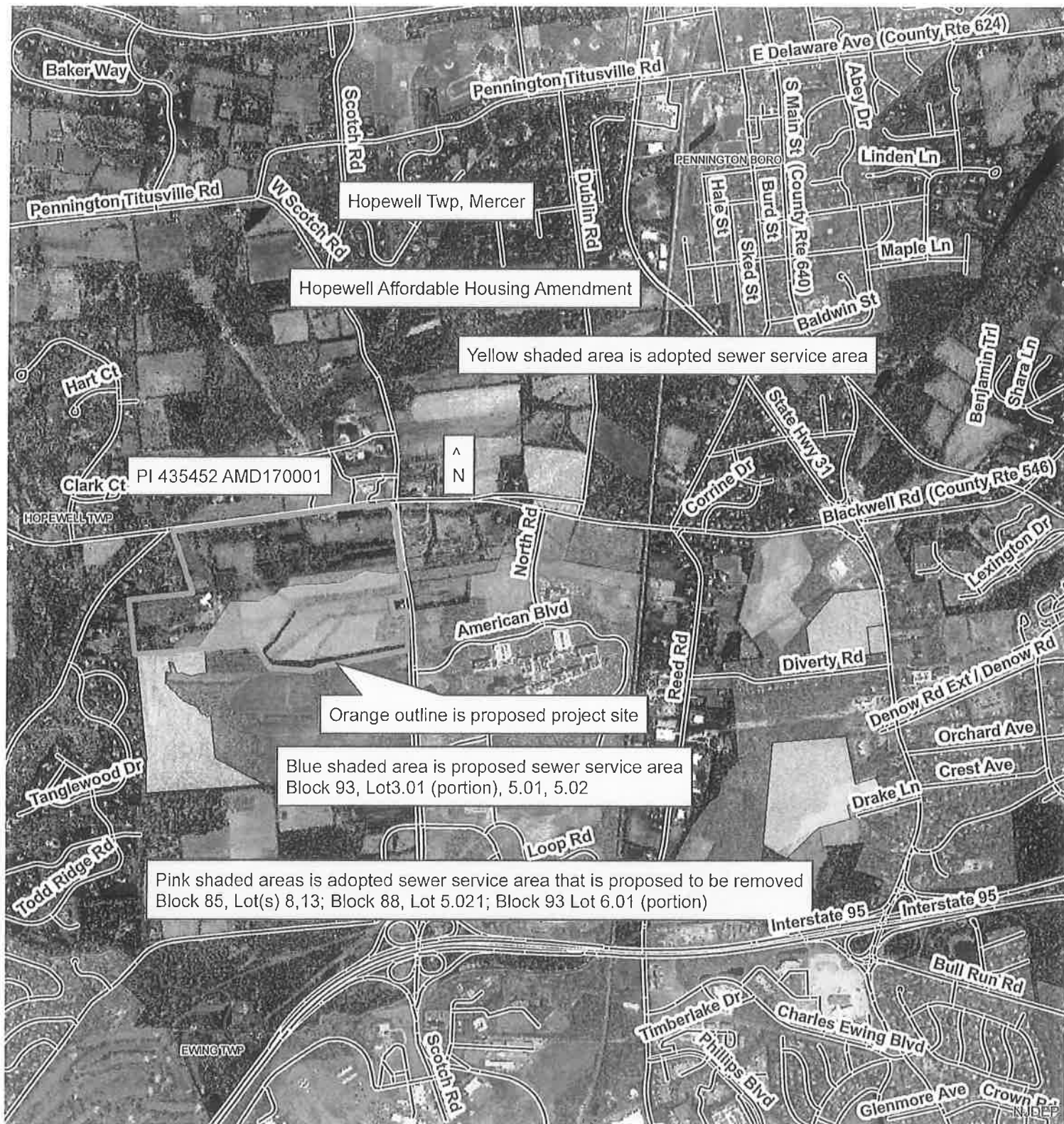
but are not limited to, obtaining all permits for the proposed projects; meeting all regulatory requirements for needed permits, compliance with stormwater regulations; antidegradation; effluent limitations; water quality analysis; exact locations and designs of future treatment works; development in wetlands and flood prone areas, or other environmentally sensitive areas which are subject to regulation under Federal or State law or to any contractual arrangements between municipalities, authorities and/or private parties. Inclusion in the sewer service area as a result of the approval of this amendment does not eliminate the need to obtain all necessary permits, approvals or certifications required by any Federal, State, County or municipal review agency with jurisdiction over this project/activity.

A handwritten signature in dark ink, appearing to read 'Alan Miller', is written over a horizontal line.

Alan Miller, Manager
Office of WRM Coordination
Department of Environmental Protection

12/13/17

Date





Hopewell Township
201 Washing. Cross Penning. Rd
Titusville, NJ 08560-1410
609-7370612

CERTIFICATE IDENTIFICATION

Date Issued: 06/20/2014
Control #: 32650
Permit #: 20130347

Block: 78 Lot: 10.04
Work Site Location: 720 DENOW RD - COMMUNITY BLDG
HOPEWELL
Owner in Fee: TWP OF HOPEWELL (PROJECT FREEDOM)
Address: 201 WASH CROSS PENN RD
TITUSVILLE NJ 08560
Telephone: 609 448-2998
Agent/Contractor: V J SCOZZARI & SONS
Address: 84 ROUTE 31 NORTH, SUITE 201
PENNINGTON NJ 08534
Telephone: 609 895-1100
Lic. No./ Bldrs. Reg.No.: _____ Federal Emp. No.: 22-2552616
Social Security No.: _____

Home Warranty No: _____
Type of Warranty Plan: ☐ State ☐ Private
Use Group: A-3
Maximum Live Load: _____
Construction Classification: _____
Maximum Occupancy Load: _____
Certificate Exp Date: _____
Description of Work/Use:
COMMUNITY BUILDING

Update Desc. of Wk/Use:
, FIRE ALARM & SECURITY CAMERAS -COMMUNITY BLDG, FIRE: SPRINKLER
SYSTEM, , HVAC REVISIONS, , (1) ELEVATOR * NO ELEVATOR IN COMMUNITY
BLDG.

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be subject to fine or order to vacate:

☐ **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period(____ years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____

Kevin P. Oswald, CFPS Construction Official

Fees: \$122.00

Paid ☐ Check No.: _____

Collected by: _____



Hopewell Township
201 Washing. Cross Penning. Rd
Titusville, NJ 08560-1410
609-7370612

CERTIFICATE IDENTIFICATION

Date Issued: 06/20/2014
Control #: 32281
Permit #: 20121166

Block: 78 Lot: 10.04
Work Site Location: DENOW RD (PROJECT FREEDOM)
HOPEWELL
Owner in Fee: TOWNSHIP OF HOPEWELL
Address: 201 WASH CROSS PENN RD
TITUSVILLE NJ 08560
Telephone: _____
Agent/Contractor: V J SCOZZARI & SONS
Address: 84 ROUTE 31 NORTH, SUITE 201
PENNINGTON NJ 08534
Telephone: 609 895-1100
Lic. No./ Bldrs. Reg.No.: _____ Federal Emp. No.: 22-2552616
Social Security No.: _____

Home Warranty No: _____
Type of Warranty Plan: ☐ State ☐ Private
Use Group: R-2
Maximum Live Load: _____
Construction Classification: _____
Maximum Occupancy Load: _____
Certificate Exp Date: _____
Description of Work/Use: _____
BLDG A-2: TWO STORY 12-UNIT APARTMENT BLDG - FOOTING & FOUNDATION ONLY

Update Desc. of Wk/Use:
PLUMBING & BASIC FIRE-A-2, HVAC EQUIPMENT-A-2, , ELECTRICAL RELEASE-A-2, , FIRE SPRINKLER SYSTEM-A-2, , FIRE ALARM & SECURITY CAMERAS,A-2, , COMMUNICATION POINTS, , (1) ELEVATOR

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be subject to fine or order to vacate:

☐ **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- ☐ Total removal of lead-based paint hazards in scope of work
- ☐ Partial or limited time period(____ years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____

Kevin P. Oswald, CFPS Construction Official

Fees: \$783.00

Paid ☐ Check No.: _____

Collected by: _____



Hopewell Township
201 Washing. Cross Penning. Rd
Titusville, NJ 08560-1410
609-7370612

CERTIFICATE IDENTIFICATION

Date Issued: 06/20/2014
Control #: 32282
Permit #: 20121167

Block: 78 Lot: 10.04
Work Site Location: DENOW RD (PROJECT FREEDOM)
HOPEWELL
Owner in Fee: TOWNSHIP OF HOPEWELL
Address: 201 WASH CROSS PENN RD
TITUSVILLE NJ 08560
Telephone: _____
Agent/Contractor: V J SCOZZARI & SONS
Address: 84 ROUTE 31 NORTH, SUITE 201
PENNINGTON NJ 08534
Telephone: 609 895-1100
Lic. No./ Bldrs. Reg.No.: _____ Federal Emp. No.: 22-2552616
Social Security No.: _____

Home Warranty No: _____
Type of Warranty Plan: ☐ State ☐ Private
Use Group: R-2
Maximum Live Load: _____
Construction Classification: _____
Maximum Occupancy Load: _____
Certificate Exp Date: _____
Description of Work/Use:
BLDG B-1: TWO STORY 12-UNIT APARTMENT BLDG - FOOTING &
FOUNDATION ONLY

Update Desc. of Wk/Use:
ELECTRICAL RELEASE- B-1, PLUMBING & BASIC FIRE-B-1, , HVAC EQUIPMENT-
B-1, , FIRE SPRINKLER SYSTEM,B-1, , FIRE ALARM & SECURITY CAMERAS-B-1, ,
COMMUNICATION POINTS, , (1) ELEVATOR

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be subject to fine or order to vacate:

☐ **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

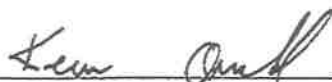
- ☐ Total removal of lead-based paint hazards in scope of work
☐ Partial or limited time period(____ years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____


Kevin P. Oswald, CFPS Construction Official

Fees: \$859.00
Paid ☐ Check No.: _____
Collected by: _____



Hopewell Township
201 Washing. Cross Penning. Rd
Titusville, NJ 08560-1410
609-7370612

CERTIFICATE IDENTIFICATION

Date Issued: 06/20/2014
Control #: 32283
Permit #: 20121168

Block: 78 Lot: 10.04
Work Site Location: DENOW RD (PROJECT FREEDOM)
HOPEWELL
Owner in Fee: TOWNSHIP OF HOPEWELL
Address: 201 WASH CROSS PENN RD
TITUSVILLE NJ 08560
Telephone: _____
Agent/Contractor: V J SCOZZARI & SONS
Address: 84 ROUTE 31 NORTH, SUITE 201
PENNINGTON NJ 08534
Telephone: 609 895-1100
Lic. No./ Bldrs. Reg.No.: _____ Federal Emp. No.: 22-2552616
Social Security No.: _____

Home Warranty No: _____
Type of Warranty Plan: ☐ State ☐ Private
Use Group: R-2
Maximum Live Load: _____
Construction Classification: _____
Maximum Occupancy Load: _____
Certificate Exp Date: _____
Description of Work/Use:
BLDG B-2: TWO STORY 12-UNIT APARTMENT BLDG - FOOTING & FOUNDATION RELEASE ONLY

Update Desc. of Wk/Use:
PLUMBING & BASIC FIRE-B-2, , HVAC EQUIPMENT-B-2, , ELECTRIC RELEASE-B-2, , FIRE SPRINKLER SYSTEM-B-2, , FIRE ALARM & SECURITY CAMERAS,B-2, , COMMUNICATION POINTS, , (1) ELEVATOR

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be subject to fine or order to vacate:

☐ **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- ☐ Total removal of lead-based paint hazards in scope of work
☐ Partial or limited time period(____ years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____

Kevin P. Oswald, CFPS Construction Official

Fees: \$845.00

Paid ☐ Check No.: _____

Collected by: _____



Hopewell Township
201 Washing. Cross Penning. Rd
Titusville, NJ 08560-1410
609-7370612

CERTIFICATE IDENTIFICATION

Date Issued: 06/20/2014
Control #: 32284
Permit #: 20121169

Block: 78 Lot: 10.04

Work Site Location: DENOW RD (PROJECT FREEDOM)

HOPEWELL

Owner in Fee: TOWNSHIP OF HOPEWELL

Address: 201 WASH CROSS PENN RD

TITUSVILLE NJ 08560

Telephone:

Agent/Contractor: V J SCOZZARI & SONS

Address: 84 ROUTE 31 NORTH, SUITE 201

PENNINGTON NJ 08534

Telephone: 609 895-1100

Lic. No./ Bldrs. Reg.No.: Federal Emp. No.: 22-2552616

Social Security No.:

Home Warranty No:
Type of Warranty Plan: ☐ State ☐ Private
Use Group: R-2
Maximum Live Load:
Construction Classification:
Maximum Occupancy Load:
Certificate Exp Date:
Description of Work/Use:
BLDG B-3,: TWO STORY 12-UNIT APARTMENT BLDG - FOOTING &
FOUNDATION RELEASE ONLY

Update Desc. of Wk/Use:
PLUMBING & BASIC FIRE-B-3, , HVAC EQUIPMENT-B-3, , ELECTRIC RELEASE- B-
3, , FIRE SPRINKLER SYSTEM-B-3, , FIRE ALARM & SECURITY CAMERAS-B-3, ,
COMMUNICATION POINTS, , (1) ELEVATOR

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

☐ **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- ☐ Total removal of lead-based paint hazards in scope of work
- ☐ Partial or limited time period(____ years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Kevin P. Oswald, CPFS Construction Official

Fees: \$845.00

Paid ☐ Check No.:

Collected by:



Hopewell Township
201 Washing. Cross Penning. Rd
Titusville, NJ 08560-1410
609-7370612

CERTIFICATE IDENTIFICATION

Date Issued: 06/20/2014
Control #: 32522
Permit #: 20121246

Block: 78 Lot: 10.04
Work Site Location: 720 DENOW RD
HOPEWELL
Owner in Fee: TWP OF HOPEWELL (PROJECT FREEDOM)
Address: 201 WASH CROSS PENN RD
TITUSVILLE NJ 08560
Telephone: 609 448-2998
Agent/Contractor: V J SCOZZARI & SONS
Address: 84 ROUTE 31 NORTH, SUITE 201
PENNINGTON NJ 08534
Telephone: 609 895-1100
Lic. No./ Bldrs. Reg.No.: _____ Federal Emp. No.: 22-2552616
Social Security No.: _____

Home Warranty No: _____
Type of Warranty Plan: ☐ State ☐ Private
Use Group: R-2
Maximum Live Load: _____
Construction Classification: _____
Maximum Occupancy Load: _____
Certificate Exp Date: _____
Description of Work/Use: _____
BLDG C - 12-UNIT APARTMENT BLDG - (FOOTING and FOUNDATION ONLY)

Update Desc. of Wk/Use:
PLUMBING & BASIC FIRE-C, , HVAC EQUIPMENT-C, , ELECTRIC RELEASE-C, ,
FIRE SPRINKLER RELEASE-C, , FIRE ALARM & SECURITY CAMERAS-C, ,
COMMUNICATION POINTS, , (1) ELEVATOR

☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be subject to fine or order to vacate:

☐ **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- ☐ Total removal of lead-based paint hazards in scope of work
☐ Partial or limited time period(____ years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____


Kevin P. Oswald, CFPS Construction Official

Fees: \$1,016.00
Paid ☐ Check No.: _____
Collected by: _____



Charles A. Richman
Chairman

Anthony L. Marchetta
Executive Director

February 21, 2017

Timothy Doherty
Project Freedom@Hopewell URLP
1 Freedom Blvd
Lawrenceville, NJ 08648

Re Freedom Village at Hopewell #1216
2016 Annual Tenant Information

Dear Mr. Doherty:

The New Jersey Housing and Mortgage Finance Agency (the "Agency"), as the housing credit Agency for the State of New Jersey, has been charged with the responsibility of monitoring the use of the Low Income Housing Tax Credit. As a result of a review of the Owner's Certificate of Continuing Compliance and annual tenant information for calendar year ending December 31, 2016, the Agency is not aware of any outstanding issues of noncompliance on the above referenced project at this time.

If you have any questions, feel free to contact Donna Padulchick, Tax Credit Analyst at (609) 278-7566.

Sincerely,

Natasha Solomon
Manager of Tax Credit Compliance

c Donna Padulchick

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

637 South Clinton Avenue ^ P.O. Box 18550 ^ Trenton, NJ 08650-2085

TELEPHONE: (609) 278-7400 ^ WEB: www.njhousing.gov

Form # 2012



Charles A. Richman
Chairman

Anthony L. Marchetta
Executive Director

May 20, 2016

Timothy Doherty
Project Freedom@Hopewell URLP
1 Freedom Blvd
Lawrenceville, NJ 08648

RE: Freedom Village at Hopewell #1216
Audit & Physical Inspection Result

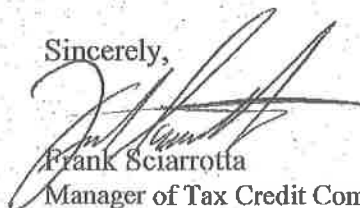
Dear Mr. Doherty:

On April 20, 2016 the Agency performed a physical inspection and on May 6, 2016 reviewed the tenant files for the year ending December 31, 2015. To date all issues have been abated and the Agency is not aware of any outstanding issues of noncompliance on the above referenced project at this time.

Please feel free to contact the Agency with any questions you may have regarding this matter. You may direct any inquiries to Donna Padulchick, Tax Credit Analyst at (609) 278-7566.

Thank you for your commitment to providing quality affordable housing in the state of New Jersey.

Sincerely,



Frank Sciarrotta
Manager of Tax Credit Compliance

c Donna Padulchick
Enclosure

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

637 South Clinton Avenue • P.O. Box 18550 • Trenton, NJ 08650-2085

TELEPHONE: (609) 278-7400 • WEB: www.njhousing.gov

Form # 2005



NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
LOW INCOME HOUSING TAX CREDIT
FILE AUDIT AND PHYSICAL INSPECTION REPORT
CALENDAR YEAR ENDING 12/31/15

LIHTC #: 1216
PROJECT NAME: Freedom Village at Hopewell
ADDRESS: 700 Heritage Court Pennington NJ 08534
MUNICIPALITY: Hopewell - Mercer
OWNERS NAME: Tim Doherty
BIN(S): NJ1216001, NJ1216003, NJ1216004, NJ1216005 & NJ1216006
PIS: 2/24/2014

SET ASIDE: 40@60

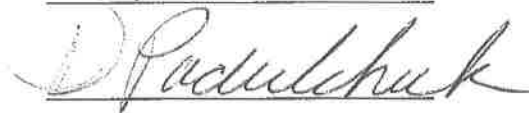
STATE SET ASIDE: 10@30

TOTAL NUMBER OF BUILDINGS: 6
TOTAL NUMBER OF UNITS: 72
TOTAL NUMBER OF LIHTC UNITS: 72
PERCENTAGE OF UNITS AUDITED: 20%
FILES REVIEWED: 101, 105, 107, 305, 310, 311, 402, 406
409, 504, 506, 511, 602, 604, & 608

DATE OF PHYSICAL INSPECTION: 4/20/2016

DATE OF AUDIT: 5/6/2016

REPORT PREPARED BY:


Donna Padulchick
TAX CREDIT ANALYST



FILE AUDIT AND PHYSICAL INSPECTION REPORT

CALENDAR YEAR ENDING 12/31/15

	YES	NO	N/A
1. Are the files neat and orderly? Comments:	x		
2. Is there an executed certification/recertification for each tenant? Comments:	x		
3. Is there backup documentation for each certification/recertification? Comments:	x		
4. Is there an executed lease in each file? Comments:	x		
5. Is the tenant rent plus utilities less than or equal to the maximum LIHTC rent? Comments:	x		
6. Was the minimum set aside met? Comments:	x		
7. Is there a current statement in the file regarding child window guards? Comments: Abated		x	
8. Is there a current statement in the file regarding smoke detectors? Comments:	x		
9. Is there a current statement in the file regarding carbon monoxide detectors? Comments:	x		
10. Are there any physical inspection code violations? Comments: Abated	x		
11. Are the correct and current utility allowances being used? Comments:	x		
12. Is the student status being verified? Comments:	x		
13. Is the staff person responsible for preparing the TICS tax credit certified? Comments:	x		
14. Are there any violations of the Fair Housing Act? Comments:		x	
15. Are there any issues that may result in possible noncompliance? Comments:		x	
16. Is additional information required? Comments:		x	
17. Does a letter of noncompliance need to be sent to the owner? Comments:		x	
18. FINAL COMMENTS: No violations Project is in Compliance			



Charles A. Richman
Chairman

Anthony L. Marchetta
Executive Director

November 20, 2015

Timothy Doherty
Project Freedom@Hopewell URLP
1 Freedom Blvd
Lawrenceville, NJ 08648

Re Freedom Village at Hopewell #1216
2014 Annual Tenant Information

Dear Mr. Doherty:

The New Jersey Housing and Mortgage Finance Agency (the "Agency"), as the housing credit Agency for the State of New Jersey, has been charged with the responsibility of monitoring the use of the Low Income Housing Tax Credit. As a result of a review of the Owner's Certificate of Continuing Compliance and annual tenant information for calendar year ending December 31, 2014, the Agency is not aware of any outstanding issues of noncompliance on the above referenced project at this time.

If you have any questions, feel free to contact Natasha Braswell, Tax Credit Analyst at (609) 278-8825.

Sincerely,



Frank Sciarrotta
Manager of Tax Credit Compliance

c Natasha Braswell

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

637 South Clinton Avenue ▲ P.O. Box 18550 ▲ Trenton, NJ 08650-2085

TELEPHONE: (609) 278-7400 ▲ WEB: www.nj-hmfa.com

Form # 2012

Form **8609**(Rev. December 2013)
Department of the Treasury
Internal Revenue Service**Low-Income Housing Credit Allocation
and Certification**► Information about Form 8609 and its separate instructions is at www.irs.gov/form8609.

OMB No. 1545-0088

Part I Allocation of CreditCheck if: ☐ Addition to Qualified Basis ☐ Amended Form

A Address of building (do not use P.O. box) (see instructions)

100 Heritage Court
Building 100
Pennington, NJ 08534

B Name and address of housing credit agency

New Jersey Housing & Mortgage
Finance Agency
637 S Clinton Ave
PO Box 18550
Trenton, NJ 08611-1811

C Name, address, and TIN of building owner receiving allocation

Project Freedom At Hopewell
Urban Renewal, L.P.
1 Freedom Blvd
Lawrenceville, NJ 08648-4531

D Employer identification number of agency

22 1838278

E Building identification number (BIN)

NJ1216001

TIN ► 270580722

1a Date of allocation ► 12/13/2013 b Maximum housing credit dollar amount allowable

1b 162,386.00

2 Maximum applicable credit percentage allowable (see instructions)

2 9.00 %

3a Maximum qualified basis

3a 1,804,289.00

b If the eligible basis used in the computation of line 3a was increased, check the applicable box and enter the percentage to which the eligible basis was increased (see instructions)

☐ Building located in the Gulf Opportunity (GO) Zone, Rita GO Zone, or Wilma GO Zone☒ Section 42(d)(5)(B) high cost area provisions

3b 30.00 %

4 Percentage of the aggregate basis financed by tax-exempt bonds. (If zero, enter -0-)

4 0.00 %

5 Date building placed in service ► 02/21/2014

6 Check the boxes that describe the allocation for the building (check those that apply):

a ☐ Newly constructed and federally subsidized b ☒ Newly constructed and not federally subsidized c ☐ Existing buildingd ☐ Sec. 42(e) rehabilitation expenditures federally subsidized e ☐ Sec. 42(e) rehabilitation expenditures not federally subsidizedf ☐ Not federally subsidized by reason of 40-50 rule under sec. 42(f)(2)(E) g ☐ Allocation subject to nonprofit set-aside under sec. 42(h)(5)**Signature of Authorized Housing Credit Agency Official—Completed by Housing Credit Agency Only**

Under penalties of perjury, I declare that the allocation made is in compliance with the requirements of section 42 of the Internal Revenue Code, and that I have examined this form and to the best of my knowledge and belief, the information is true, correct, and complete.

Debra M. Urban

TITLE: Director of Tax Credits

09/24/2014

Signature of authorized official

Name (please type or print)

Date

Part II First-Year Certification—Completed by Building Owners with respect to the First Year of the Credit Period

7 Eligible basis of building (see instructions)

7 \$3,217,651

8a Original qualified basis of the building at close of first year of credit period

8a \$3,217,651

b Are you treating this building as part of a multiple building project for purposes of section 42 (see instructions)?

☐ Yes ☒ No

9a If box 8a or box 8d is checked, do you elect to reduce eligible basis under section 42(f)(2)(B)?

☐ Yes ☐ No

b For market-rate units above the average quality standards of low-income units in the building, do you elect to reduce eligible basis by disproportionate costs of non-low income units under section 42(d)(3)(B)?

☐ Yes ☐ No

10 Check the appropriate box for each election:

Caution: Once made, the following elections are irrevocable.

a Elect to begin credit period the first year after the building is placed in service (section 42(f)(1))

☐ Yes ☒ No

b Elect not to treat large partnership as taxpayer (section 42(j)(5))

☐ Yesc Elect minimum set-aside requirement (section 42(g)) (see instructions) ☐ 20-50 ☒ 40-60☐ 25-60 (N.Y.C. only)

d Elect deep rent skewed project (section 142(d)(4)(B)) (see instructions)

☐ 15-40

Under penalties of perjury, I declare that I have examined this form and accompanying attachments, and to the best of my knowledge and belief, they are true, correct, and complete.

27-0580722

2-11-15

Signature

Taxpayer identification number

Date

TIMOTHY J. DOHERTY

2014

Name (please type or print)

Tax year

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63981U

Form 8609 (Rev. 12-2013)

PD199

Low-Income Housing Credit Allocation and Certification

OMB No. 1545-0088

Information about Form 8609 and its separate instructions is at www.irs.gov/form8609.

Part I Allocation of Credit

Check if: ☐ Addition to Qualified Basis ☐ Amended Form

A Address of building (do not use P.O. box) (see instructions) 200 Heritage Court Building 200 Pennington, NJ 08534	B Name and address of housing credit agency New Jersey Housing & Mortgage Finance Agency 637 S Clinton Ave PO Box 18550 Trenton, NJ 08611-1811
C Name, address, and TIN of building owner receiving allocation Project Freedom At Hopewell Urban Renewal, L.P. 1 Freedom Blvd Lawrenceville, NJ 08648-4531 TIN 270580722	D Employer identification number of agency 22 1838278 E Building identification number (BIN) NJ1216002

1a Date of allocation 12/13/2013	1b 162,388.00
2 Maximum applicable credit percentage allowable (see instructions)	2 9.00 %
3a Maximum qualified basis	3a 1,804,311.00
b If the eligible basis used in the computation of line 3a was increased, check the applicable box and enter the percentage to which the eligible basis was increased (see instructions) ☐ Building located in the Gulf Opportunity (GO) Zone, Rita GO Zone, or Wilma GO Zone ☒ Section 42(d)(5)(B) high cost area provisions	3b 130.00 %
4 Percentage of the aggregate basis financed by tax-exempt bonds. (If zero, enter -0-.)	4 0.00 %
5 Date building placed in service 02/20/2014	
6 Check the boxes that describe the allocation for the building (check those that apply): a ☐ Newly constructed and federally subsidized b ☒ Newly constructed and not federally subsidized c ☐ Existing building d ☐ Sec. 42(e) rehabilitation expenditures federally subsidized e ☐ Sec. 42(e) rehabilitation expenditures not federally subsidized f ☐ Not federally subsidized by reason of 40-50 rule under sec. 42(i)(2)(E) g ☐ Allocation subject to nonprofit set-aside under sec. 42(h)(5)	

Signature of Authorized Housing Credit Agency Official—Completed by Housing Credit Agency Only

Under penalties of perjury, I declare that the allocation made is in compliance with the requirements of section 42 of the Internal Revenue Code, and that I have examined this form and to the best of my knowledge and belief, the information is true, correct, and complete.

Debra M. Urban
 Signature of authorized official Debra M. Urban TITLE: Director of Tax Credits 09/24/2014
 Name (please type or print) Date

Part II First-Year Certification—Completed by Building Owners with respect to the First Year of the Credit Period

7 Eligible basis of building (see instructions)	7 1,321,651
8a Original qualified basis of the building at close of first year of credit period	8a 1,321,651
b Are you treating this building as part of a multiple building project for purposes of section 42 (see instructions)?	☒ Yes ☐ No
9a If box 6a or box 8d is checked, do you elect to reduce eligible basis under section 42(i)(2)(B)?	☐ Yes ☐ No
b For market-rate units above the average quality standards of low-income units in the building, do you elect to reduce eligible basis by disproportionate costs of non-low income units under section 42(d)(3)(B)?	☐ Yes ☐ No
10 Check the appropriate box for each election:	
Caution: Once made, the following elections are irrevocable. a Elect to begin credit period the first year after the building is placed in service (section 42(f)(1))	☒ Yes ☐ No
b Elect not to treat large partnership as taxpayer (section 42(j)(5))	☐ Yes
c Elect minimum set-aside requirement (section 42(g)) (see instructions) ☐ 20-50 ☒ 40-60	☐ 25-60 (N.Y.C. only)
d Elect deep rent skewed project (section 42(d)(4)(B)) (see instructions)	☐ 15-40

Under penalties of perjury, I declare that I have examined this form and accompanying attachments, and to the best of my knowledge and belief, they are true, correct, and complete.

Timothy J. Doherty
 Signature 27-0580722 2-11-15
 Name (please type or print) Taxpayer identification number Date
 Timothy J. Doherty 2015 Tax year

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL. LP

**100 Freedom Blvd.
Lawrenceville, NJ 08648-4531**

Federal ID #: 27-0580722

**STATEMENT ATTACHED TO AND MADE PART OF FORM 8609
LOW INCOME HOUSING ALLOCATION AND CERTIFICATION**

Project: Freedom Village at Hopewell

Aggregate Annual Project Credit: \$811,936

The Project consists of the following buildings:

<u>Building Address</u>	<u>BIN Number</u>	<u>Annual Credit Allocated</u>
200 Heritage Court Building 200 Pennington, NJ 08534	NJ1216002	\$ 162,388.00
300 Heritage Court Building 300 Pennington, NJ 08534	NJ1216003	\$ 162,388.00
400 Village Square Building 400 Pennington, NJ 08534	NJ1216004	\$ 162,388.00
500 Village Square Building 500 Pennington, NJ 08534	NJ1216005	\$ 162,386.00
600 Village Square Building 600 Pennington, NJ 08534	NJ1216006	\$ 162,386.00
Total Annual Aggregate Credit		<u>\$ 811,936.00</u>

Low-Income Housing Credit Allocation
and Certification

Information about Form 8609 and its separate instructions is at www.irs.gov/form8609.

OMB No. 1545-0988

RECEIVED
PSC EXAMINATIONS
BRANCH LHCU
MAR 26 2015

Part I Allocation of Credit

Check if: ☐ Addition to Qualified Basis ☐ Amended Form

A Address of building (do not use P.O. box) (see instructions)

300 Heritage Court
Building 300
Pennington, NJ 08534

B Name and address of housing credit agency

New Jersey Housing & Mortgage
Finance Agency
637 S Clinton Ave
PO Box 18550
Trenton, NJ 08611-1811

RECEIVED

02 28 2015

C Name, address, and TIN of building owner receiving allocation

Project Freedom At Hopewell
Urban Renewal, L.P.
1 Freedom Blvd
Lawrenceville, NJ 08648-4531

D Employer identification number of agency

22 1838278

E Building identification number (BIN)

NJ1216003

IRS-PHILA, PA
031

TIN 270580722

1a Date of allocation 12/13/2013 b Maximum housing credit dollar amount allowable

1b 162,388.00

2 Maximum applicable credit percentage allowable (see instructions)

2 9.00 %

3a Maximum qualified basis

3a 1,804,311.00

b If the eligible basis used in the computation of line 3a was increased, check the applicable box and enter the percentage to which the eligible basis was increased (see instructions)

3b 30.00 %

☐ Building located in the Gulf Opportunity (GO) Zone, Rita GO Zone, or Wilma GO Zone

☒ Section 42(d)(5)(B) high cost area provisions

4 Percentage of the aggregate basis financed by tax-exempt bonds. (If zero, enter -0-.)

4 0.00 %

5 Date building placed in service 02/20/2014

6 Check the boxes that describe the allocation for the building (check those that apply):

- a ☐ Newly constructed and federally subsidized b ☒ Newly constructed and not federally subsidized c ☐ Existing building
d ☐ Sec. 42(e) rehabilitation expenditures federally subsidized e ☐ Sec. 42(e) rehabilitation expenditures not federally subsidized
f ☐ Not federally subsidized by reason of 40-50 rule under sec. 42(f)(2)(E) g ☐ Allocation subject to nonprofit set-aside under sec. 42(f)(6)

Signature of Authorized Housing Credit Agency Official—Completed by Housing Credit Agency Only

Under penalties of perjury, I declare that the allocation made is in compliance with the requirements of section 42 of the Internal Revenue Code, and that I have examined this form and to the best of my knowledge and belief, the information is true, correct, and complete.

Debra M. Urban
Signature of authorized official

Debra M. Urban
TITLE: Director of Tax Credits

09/24/2014
Date

Part II First-Year Certification—Completed by Building Owners with respect to the First Year of the Credit Period

7 Eligible basis of building (see instructions)

7 3,217,651

8a Original qualified basis of the building at close of first year of credit period

8a 3,217,651

b Are you treating this building as part of a multiple building project for purposes of section 42 (see instructions)?

☒ Yes ☐ No

9a If box 8a or box 8d is checked, do you elect to reduce eligible basis under section 42(f)(2)(B)?

☐ Yes ☐ No

b For market-rate units above the average quality standards of low-income units in the building, do you elect to reduce eligible basis by disproportionate costs of non-low income units under section 42(d)(3)(B)?

☐ Yes ☐ No

10 Check the appropriate box for each election:

Caution: Once made, the following elections are irrevocable.

- a Elect to begin credit period the first year after the building is placed in service (section 42(f)(1)) ☒ Yes ☐ No
b Elect not to treat large partnership as taxpayer (section 42(f)(5)) ☐ Yes ☐ No
c Elect minimum set-aside requirement (section 42(g)) (see instructions) ☐ 20-50 ☒ 40-60 ☐ 25-50 (N.Y.C. only)
d Elect deep rent skewed project (section 142(d)(4)(B)) (see instructions) ☐ 15-40

Under penalties of perjury, I declare that I have examined this form and accompanying attachments, and to the best of my knowledge and belief, they are true, correct, and complete.

Timothy J. Doherty
Signature
Timothy J. Doherty
Name (please type or print)

27-0580722

Taxpayer identification number

2015
Tax year

2-11-15
Date

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL. LP
100 Freedom Blvd.
Lawrenceville, NJ 08648-4531

Federal ID #: 27-0580722

STATEMENT ATTACHED TO AND MADE PART OF FORM 8609
LOW INCOME HOUSING ALLOCATION AND CERTIFICATION

Project: Freedom Village at Hopewell

Aggregate Annual Project Credit: \$811,936

The Project consists of the following buildings:

Building Address	BIN Number	Annual Credit Allocated
200 Heritage Court Building 200 Pennington, NJ 08534	NJ1216002	\$ 162,388.00
300 Heritage Court Building 300 Pennington, NJ 08534	NJ1216003	\$ 162,388.00
400 Village Square Building 400 Pennington, NJ 08534	NJ1216004	\$ 162,388.00
500 Village Square Building 500 Pennington, NJ 08534	NJ1216005	\$ 162,386.00
600 Village Square Building 600 Pennington, NJ 08534	NJ1216006	\$ 162,386.00
Total Annual Aggregate Credit		\$ 811,936.00

Low-Income Housing Credit Allocation and Certification

Information about Form 8609 and its separate instructions is at www.irs.gov/form8609.

OMB No. 1545-0088

Part I Allocation of Credit

Check if: ☐ Addition to Qualified Basis ☐ Amended Form

A Address of building (do not use P.O. box) (see instructions)

400 Village Square
Building 400
Pennington, NJ 08534

B Name and address of housing credit agency

New Jersey Housing & Mortgage
Finance Agency
637 S Clinton Ave
PO Box 18550
Trenton, NJ 08611-1811

C Name, address, and TIN of building owner receiving allocation

Project Freedom At Hopewell
Urban Renewal, L.P.
1 Freedom Blvd
Lawrenceville, NJ 08648-4531

D Employer identification number of agency

22 1838278

E Building identification number (BIN)

NJ1216004

TIN 270580722

1a Date of allocation 12/13/2013 b Maximum housing credit dollar amount allowable

1b 162,388.00

2 Maximum applicable credit percentage allowable (see instructions)

2 9.00 %

3a Maximum qualified basis

3a 1,804,311.00

b If the eligible basis used in the computation of line 3a was increased, check the applicable box and enter the percentage to which the eligible basis was increased (see instructions)

3b 30.00 %

☐ Building located in the Gulf Opportunity (GO) Zone, Rita GO Zone, or Wilma GO Zone

☒ Section 42(d)(5)(B) high cost area provisions

4 Percentage of the aggregate basis financed by tax-exempt bonds. (If zero, enter -0-)

4 0.00 %

5 Date building placed in service

02/20/2014

6 Check the boxes that describe the allocation for the building (check those that apply):

- a ☐ Newly constructed and federally subsidized b ☒ Newly constructed and not federally subsidized c ☐ Existing building
d ☐ Sec. 42(e) rehabilitation expenditures federally subsidized e ☐ Sec. 42(e) rehabilitation expenditures not federally subsidized
f ☐ Not federally subsidized by reason of 40-50 rule under sec. 42(j)(2)(E) g ☐ Allocation subject to nonprofit set-aside under sec. 42(h)(6)

Signature of Authorized Housing Credit Agency Official—Completed by Housing Credit Agency Only

Under penalties of perjury, I declare that the allocation made is in compliance with the requirements of section 42 of the Internal Revenue Code, and that I have examined this form and to the best of my knowledge and belief, the information is true, correct, and complete.

Debra M. Urban

TITLE: Director of Tax Credits

09/24/2014

Signature of authorized official

Name (please type or print)

Date

Part II First-Year Certification—Completed by Building Owners with respect to the First Year of the Credit Period

7 Eligible basis of building (see instructions)

7 \$3,217,651

8a Original qualified basis of the building at close of first year of credit period

8a \$3,217,651

b Are you treating this building as part of a multiple building project for purposes of section 42 (see instructions)?

☒ Yes ☐ No

9a If box 8a or box 8d is checked, do you elect to reduce eligible basis under section 42(j)(2)(B)?

☐ Yes ☐ No

b For market-rate units above the average quality standards of low-income units in the building, do you elect to reduce eligible basis by disproportionate costs of non-low income units under section 42(d)(3)(B)?

☐ Yes ☐ No

10 Check the appropriate box for each election:

Caution: Once made, the following elections are irrevocable.

- a Elect to begin credit period the first year after the building is placed in service (section 42(f)(1)) ☒ Yes ☐ No
b Elect not to treat large partnership as taxpayer (section 42(j)(5)) ☐ Yes ☐ No
c Elect minimum set-aside requirement (section 42(g)) (see instructions) ☐ 20-50 ☒ 40-60 ☐ 25-60 (N.Y.C. only)
d Elect deep rent skewed project (section 142(d)(4)(B)) (see instructions) ☐ 15-40

Under penalties of perjury, I declare that I have examined this form and accompanying attachments, and to the best of my knowledge and belief, they are true, correct, and complete.

Signature

Taxpayer identification number

Date

Name (please type or print)

Tax year

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL. LP
100 Freedom Blvd.
Lawrenceville, NJ 08648-4531

Federal ID #: 27-0580722

STATEMENT ATTACHED TO AND MADE PART OF FORM 8609
LOW INCOME HOUSING ALLOCATION AND CERTIFICATION

Project: Freedom Village at Hopewell

Aggregate Annual Project Credit: \$811,936

The Project consists of the following buildings:

Building Address	BIN Number	Annual Credit Allocated
200 Heritage Court Building 200 Pennington, NJ 08534	NJ1216002	\$ 162,388.00
300 Heritage Court Building 300 Pennington, NJ 08534	NJ1216003	\$ 162,388.00
400 Village Square Building 400 Pennington, NJ 08534	NJ1216004	\$ 162,388.00
500 Village Square Building 500 Pennington, NJ 08534	NJ1216005	\$ 162,386.00
600 Village Square Building 600 Pennington, NJ 08534	NJ1216006	\$ 162,386.00
Total Annual Aggregate Credit		\$ 811,936.00

Low-Income Housing Credit Allocation and Certification

For more information about Form 8609 and its separate instructions is at www.irs.gov/form8609.

OMB No. 1545-0988

Part I Allocation of Credit

Check if: ☐ Addition to Qualified Basis ☐ Amended Form

A Address of building (do not use P.O. box) (see instructions)

500 Village Square
Building 500
Pennington, NJ 08534

B Name and address of housing credit agency

New Jersey Housing & Mortgage
Finance Agency
637 S Clinton Ave
PO Box 18550
Trenton, NJ 08611-1811

C Name, address, and TIN of building owner receiving allocation

Project Freedom At Hopewell
Urban Renewal, L.P.
1 Freedom Blvd
Lawrenceville, NY 08648-4531

D Employer identification number of agency

22 1838278

E Building identification number (BIN)

NJ1216005

TIN 270580722

1a Date of allocation 12/13/2013 b Maximum housing credit dollar amount allowable

1b 162,386.00

2 Maximum applicable credit percentage allowable (see instructions)

2 9.00 %

3a Maximum qualified basis

3a 1,804,289.00

b If the eligible basis used in the computation of line 3a was increased, check the applicable box and enter the percentage to which the eligible basis was increased (see instructions)

3b 130.00 %

☐ Building located in the Gulf Opportunity (GO) Zone, Rita GO Zone, or Wilma GO Zone

☒ Section 42(d)(5)(B) high cost area provisions

4 Percentage of the aggregate basis financed by tax-exempt bonds. (If zero, enter -0-)

4 0.00 %

5 Date building placed in service

02/20/2014

6 Check the boxes that describe the allocation for the building (check those that apply):

a ☐ Newly constructed and federally subsidized b ☒ Newly constructed and not federally subsidized c ☐ Existing building

d ☐ Sec. 42(e) rehabilitation expenditures federally subsidized e ☐ Sec. 42(e) rehabilitation expenditures not federally subsidized

f ☐ Not federally subsidized by reason of 40-50 rule under sec. 42(i)(2)(E) g ☐ Allocation subject to nonprofit set-aside under sec. 42(h)(5)

Signature of Authorized Housing Credit Agency Official—Completed by Housing Credit Agency Only

Under penalties of perjury, I declare that the allocation made is in compliance with the requirements of section 42 of the Internal Revenue Code, and that I have examined this form and to the best of my knowledge and belief, the information is true, correct, and complete.

Debra M. Urban

TITLE: Director of Tax Credits

09/24/2014

Signature of authorized official

Name (please type or print)

Date

Part II First-Year Certification—Completed by Building Owners with respect to the First Year of the Credit Period

7 Eligible basis of building (see instructions)

7 \$3,217,650

8a Original qualified basis of the building at close of first year of credit period

8a \$3,217,650

b Are you treating this building as part of a multiple building project for purposes of section 42 (see instructions)?

☒ Yes ☐ No

9a If box 8a or box 8d is checked, do you elect to reduce eligible basis under section 42(i)(2)(B)?

☐ Yes ☐ No

b For market-rate units above the average quality standards of low-income units in the building, do you elect to reduce eligible basis by disproportionate costs of non-low income units under section 42(d)(3)(B)?

☐ Yes ☐ No

10 Check the appropriate box for each election:

Caution: Once made, the following elections are irrevocable.

a Elect to begin credit period the first year after the building is placed in service (section 42(f)(1))

☒ Yes ☐ No

b Elect not to treat large partnership as taxpayer (section 42(j)(6))

☐ Yes

c Elect minimum set-aside requirement (section 42(g)) (see instructions)

☐ 20-50 ☒ 40-60

☐ 25-50 (N.Y.C. only)

d Elect deep rent skewed project (section 42(d)(4)(B)) (see instructions)

☐ 15-40

Under penalties of perjury, I declare that I have examined this form and accompanying attachments, and to the best of my knowledge and belief, they are true, correct, and complete.

Timothy J. Doherty

Signature

27-0580722

Taxpayer identification number

2-11-15

Date

Name (please type or print)

Tax year

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL. LP
100 Freedom Blvd.
Lawrenceville, NJ 08648-4531

Federal ID #: 27-0580722

STATEMENT ATTACHED TO AND MADE PART OF FORM 8609
LOW INCOME HOUSING ALLOCATION AND CERTTIFICATION

Project: Freedom Village at Hopewell

Aggregate Annual Project Credit: \$811,936

The Project consists of the following buildings:

Building Address	BIN Number	Annual Credit Allocated
200 Heritage Court Building 200 Pennington, NJ 08534	NJ1216002	\$ 162,388.00
300 Heritage Court Building 300 Pennington, NJ 08534	NJ1216003	\$ 162,388.00
400 Village Square Building 400 Pennington, NJ 08534	NJ1216004	\$ 162,388.00
500 Village Square Building 500 Pennington, NJ 08534	NJ1216005	\$ 162,386.00
600 Vilage Square Building 600 Pennington, NJ 08534	NJ1216006	\$ 162,386.00
Total Annual Aggregate Credit		\$ 811,936.00

Low-Income Housing Credit Allocation and Certification

For information about Form 8609 and its separate instructions is at www.irs.gov/form8609.

OMB No. 1545-0088

Part I Allocation of Credit

Check if: ☐ Addition to Qualified Basis ☐ Amended Form

A Address of building (do not use P.O. box) (see instructions)

600 Village Square
Building 600
Pennington, NJ 08534

B Name and address of housing credit agency

New Jersey Housing & Mortgage
Finance Agency
637 S Clinton Ave
PO Box 18550
Trenton, NJ 08611-1811

C Name, address, and TIN of building owner receiving allocation

Project Freedom At Hopewell
Urban Renewal, L.P.
1 Freedom Blvd
Lawrenceville, NJ 08648-4531

D Employer identification number of agency

22 1838278

E Building identification number (BIN)

NJ1216006

TIN 270580722

1a Date of allocation 12/13/2013 b Maximum housing credit dollar amount allowable

1b 162,386.00

2 Maximum applicable credit percentage allowable (see instructions)

2 9.00 %

3a Maximum qualified basis

3a 1,804,289.00

b If the eligible basis used in the computation of line 3a was increased, check the applicable box and enter the percentage to which the eligible basis was increased (see instructions)

☐ Building located in the Gulf Opportunity (GO) Zone, Rita GO Zone, or Wilma GO Zone
☒ Section 42(d)(5)(B) high cost area provisions

3b 130.00 %

4 Percentage of the aggregate basis financed by tax-exempt bonds. (If zero, enter -0-)

4 0.00 %

5 Date building placed in service 02/21/2014

6 Check the boxes that describe the allocation for the building (check those that apply):

a ☐ Newly constructed and federally subsidized b ☒ Newly constructed and not federally subsidized c ☐ Existing building
d ☐ Sec. 42(e) rehabilitation expenditures federally subsidized e ☐ Sec. 42(e) rehabilitation expenditures not federally subsidized
f ☐ Not federally subsidized by reason of 40-50 rule under sec. 42(f)(2)(E) g ☐ Allocation subject to nonprofit set-aside under sec. 42(h)(6)

Signature of Authorized Housing Credit Agency Official—Completed by Housing Credit Agency Only

Under penalties of perjury, I declare that the allocation made is in compliance with the requirements of section 42 of the Internal Revenue Code, and that I have examined this form and to the best of my knowledge and belief, the information is true, correct, and complete.

Debra M. Urban

TITLE: Director of Tax Credits

09/24/2014

Signature of authorized official

Name (please type or print)

Date

Part II First-Year Certification—Completed by Building Owners with respect to the First Year of the Credit Period

7 Eligible basis of building (see instructions)

7 \$3,217,650

8a Original qualified basis of the building at close of first year of credit period

8a \$3,217,650

b Are you treating this building as part of a multiple building project for purposes of section 42 (see instructions)?

☒ Yes ☐ No

9a If box 8a or box 8d is checked, do you elect to reduce eligible basis under section 42(f)(2)(B)?

☐ Yes ☐ No

b For market-rate units above the average quality standards of low-income units in the building, do you elect to reduce eligible basis by disproportionate costs of non-low income units under section 42(d)(3)(B)?

☐ Yes ☐ No

10 Check the appropriate box for each election:

Caution: Once made, the following elections are irrevocable.

a Elect to begin credit period the first year after the building is placed in service (section 42(f)(1))

☒ Yes ☐ No

b Elect not to treat large partnership as taxpayer (section 42(f)(5))

☐ Yes

c Elect minimum set-aside requirement (section 42(g)) (see instructions)

☐ 20-50

☒ 40-60

☐ 25-60 (N.Y.C. only)

d Elect deep rent skewed project (section 142(d)(4)(B)) (see instructions)

☐ 15-40

Under penalties of perjury, I declare that I have examined this form and accompanying attachments, and to the best of my knowledge and belief, they are true, correct, and complete.

Signature

Taxpayer identification number

Date

Name (please type or print)

Tax year

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63981U

Form 8609 (Rev. 12-2013)

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL. LP
100 Freedom Blvd.
Lawrenceville, NJ 08648-4531

Federal ID #: 27-0580722

STATEMENT ATTACHED TO AND MADE PART OF FORM 8609
LOW INCOME HOUSING ALLOCATION AND CERTIFICATION

Project: Freedom Village at Hopewell

Aggregate Annual Project Credit: \$811,936

The Project consists of the following buildings:

<u>Building Address</u>	<u>BIN Number</u>	<u>Annual Credit Allocated</u>
200 Heritage Court Building 200 Pennington, NJ 08534	NJ1216002	\$ 162,388.00
300 Heritage Court Building 300 Pennington, NJ 08534	NJ1216003	\$ 162,388.00
400 Village Square Building 400 Pennington, NJ 08534	NJ1216004	\$ 162,388.00
500 Village Square Building 500 Pennington, NJ 08534	NJ1216005	\$ 162,386.00
600 Village Square Building 600 Pennington, NJ 08534	NJ1216006	\$ 162,386.00
Total Annual Aggregate Credit		<u>\$ 811,936.00</u>

1st Year Tax
Return

**PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
"FREEDOM VILLAGE AT HOPEWELL"
NJHMFA PROJECT NO. 02691**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691

TABLE OF CONTENTS

OCTOBER 31, 2015 AND 2014

<u>Contents</u>	<u>Page</u>
Independent Auditor's Report	1-2
Financial Statements:	
Statements of Assets, Liabilities and Partners' Equity	3-4
Statements of Operations	5
Statements of Changes in Partners' Equity	6
Statements of Cash Flows	7-8
Notes to Financial Statements	9-16
Supplemental Information:	
Schedule A - Receivables Other than from Tenants	17
Schedule B - Accounts Payable and Accrued Expenses	17
Schedule C - Loans, Notes or Mortgages Payable	17
Schedule D - Changes in Reserve Account Balances	17
Schedule E - Changes in Fixed Asset Accounts	18
Schedule F - Other Income	18
Schedule G - Administrative Expenses	18
Schedule H - Salaries and Related Charges	18
Schedule I - Maintenance and Repairs	19
Schedule J - Maintenance Contracts	19
Schedule K - Utilities	19
Schedule L - Computation of Management Fee	19
Schedule M - Computation of Payment in Lieu of Taxes	20
Schedule N - Related Party Transactions	20
Schedule O - Tax Filings and Payments	20
Schedule P - Cumulative Return on Equity	20
Schedule Q - NJHMFA Mortgages Due	20
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in accordance with Government Auditing Standards	21-22
Schedule of Findings and Questioned Costs	23
Certification of the General Partner and Management Agent	24



INDEPENDENT AUDITOR'S REPORT

To the Partners
Project Freedom at Hopewell Urban Renewal, L.P.

Report on the Financial Statements

We have audited the accompanying financial statements of Project Freedom at Hopewell Urban Renewal, L.P. NJHMFA Project No. 02691 (the "Partnership or the "Project"), which comprise the statements of assets, liabilities and partners' equity as of October 31, 2015 and 2014, and the related statements of operations, changes in partners' equity and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions prescribed by the New Jersey Housing Mortgage Finance Agency ("NJHMFA"). Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement to the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

INDEPENDENT AUDITOR'S REPORT (continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Project Freedom at Hopewell Urban Renewal, L.P. as of October 31, 2015 and 2014 and the results of its operations, changes in partners' equity and cash flows for the years then ended in conformity with accounting principles prescribed by the New Jersey Housing Mortgage Finance Agency ("NJHMFA").

Basis of Accounting

We draw attention to Note 1(B) of the financial statements, which describes the basis of accounting. As described in Note 1(B) to the financial statements, the financial statements are prepared by the Project on the basis of accounting principles prescribed by NJHMFA, which is a basis of accounting other than generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Restriction on Use

Our report is intended solely for the information and use by management and investors of the Project and NJHMFA and is not intended to be and should not be used by anyone other than these specified parties.

Other Matters

In accordance with Government Auditing Standards, we have also issued our report dated December 21, 2015, on our consideration of the Project Freedom at Hopewell Urban Renewal, L.P.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards and important in assessing the results of our audit.

Our audits were conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements of the Project. Such information has been subjected to the auditing procedures applied in the audits of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Fallon & Larsen LLP

Toms River, New Jersey
December 21, 2015

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
STATEMENTS OF ASSETS, LIABILITIES AND PARTNERS' EQUITY
AS OF OCTOBER 31, 2015 AND 2014

ASSETS	<u>2015</u>	<u>2014</u>
Current assets:		
Cash and cash equivalents	\$ 78,211	\$ 90,132
Accounts receivable, net	32,731	4,161
Prepaid expenses	<u>6,295</u>	<u>7,010</u>
Total current assets	<u>117,237</u>	<u>101,303</u>
Tenant security deposits	<u>111,583</u>	<u>65,893</u>
Restricted deposits and funded reserves:		
Real estate taxes escrow	33,240	9,037
Insurance escrow	52,197	18,240
Debt service escrow	29,442	29,442
Working capital escrow	310,613	547,272
Social services escrow	75,175	75,012
Repair and replacement escrow	<u>34,358</u>	<u>-</u>
Total restricted deposits and funded reserves	<u>535,025</u>	<u>679,003</u>
Property and equipment:		
Land	1,220,064	1,220,064
Buildings and improvements	14,599,610	14,573,410
Furniture and equipment	<u>107,214</u>	<u>87,122</u>
Total property and equipment	15,926,888	15,880,596
Less: accumulated depreciation	<u>(543,607)</u>	<u>(179,979)</u>
Total property and equipment, net	<u>15,383,281</u>	<u>15,700,617</u>
Other assets:		
Deferred charges, less accumulated amortization of \$18,240 and \$6,081, respectively	<u>357,571</u>	<u>369,730</u>
Total assets	<u>\$ 16,504,697</u>	<u>\$ 16,916,546</u>

See accompanying notes to financial statements.

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
STATEMENTS OF ASSETS, LIABILITIES AND PARTNERS' EQUITY (continued)
AS OF OCTOBER 31, 2015 AND 2014

LIABILITIES AND PARTNERS' EQUITY

	<u>2015</u>	<u>2014</u>
Current liabilities:		
Accounts payable	\$ 134,589	\$ 103,215
Accrued expenses	53,996	22,402
Current portion of mortgages payable	74,033	70,463
Current portion of developer fee	<u>689,570</u>	<u>689,570</u>
Total current liabilities	<u>952,188</u>	<u>885,650</u>
Deposits and unearned liabilities:		
Deferred revenues	10,586	6,155
Tenant security deposits	<u>111,583</u>	<u>65,893</u>
Total deposits and unearned liabilities	<u>122,169</u>	<u>72,048</u>
Long-term liabilities:		
Developer fee payable	210,928	210,928
Accrued interest	26,695	16,695
Mortgages payable, long-term portion	<u>7,578,309</u>	<u>7,642,342</u>
Total long-term liabilities	<u>7,815,932</u>	<u>7,869,965</u>
Partners' equity:		
Unrestricted	7,580,050	8,088,883
Restricted	<u>34,358</u>	<u>-</u>
Total partners' equity	<u>7,614,408</u>	<u>8,088,883</u>
Total liabilities and partners' equity	<u>\$ 16,504,697</u>	<u>\$ 16,916,546</u>

See accompanying notes to financial statements.

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
STATEMENT OF OPERATIONS
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Revenues:		
Net rental income	<u>823,072</u>	<u>226,334</u>
Service income:		
Laundry income	19,478	5,153
Late charges	<u>2,681</u>	<u>206</u>
Total service income	<u>22,159</u>	<u>5,359</u>
Total revenues	<u>845,231</u>	<u>231,693</u>
Expenses:		
Administrative expenses	121,572	55,957
Salaries and related charges	233,653	164,328
Maintenance and repairs	25,132	15,267
Maintenance contracts	55,900	25,332
Utilities	75,065	34,017
Management fee	39,000	11,500
Real estate taxes	31,503	9,778
Property and liability insurance	<u>31,557</u>	<u>11,238</u>
Total expenses	<u>613,382</u>	<u>327,417</u>
Net income (loss) from operations before interest, fees, reserves depreciation and amortization	<u>231,849</u>	<u>(95,724)</u>
Other income (expense):		
Other income - clean energy rebates	-	88,124
Interest income	1,544	118
Asset management fee	(5,000)	(3,452)
NJHMFA mortgage fee	(27,871)	(2,144)
Interest expense	(299,210)	(23,796)
Provision for replacement reserve	<u>(34,358)</u>	<u>-</u>
Net other income (expense)	<u>(364,895)</u>	<u>58,850</u>
Net loss before depreciation and amortization	(133,046)	(36,874)
Depreciation expense (equal to long-term debt principal amortization)	<u>(60,463)</u>	<u>(4,884)</u>
Loss from operations before excess depreciation and amortization expense	(193,509)	(41,758)
Excess depreciation	(303,165)	(175,095)
Amortization	<u>(12,159)</u>	<u>(6,081)</u>
Net loss	<u>\$ (508,833)</u>	<u>\$ (222,934)</u>

See accompanying notes to financial statements.

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
STATEMENT OF CHANGES IN PARTNERS' EQUITY
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

	<u>General Partner</u>	<u>Limited Partner</u>	<u>Total</u>
<u>Unrestricted</u>			
Balance, October 31, 2013	\$ -	\$ 2,362,500	\$ 2,362,500
Capital contribution	100	5,949,217	5,949,317
Net loss	<u>(22)</u>	<u>(222,912)</u>	<u>(222,934)</u>
Balance, October 31, 2014	78	8,088,805	8,088,883
Net loss	<u>(51)</u>	<u>(508,782)</u>	<u>(508,833)</u>
Balance, October 31, 2015	<u>\$ 27</u>	<u>\$ 7,580,023</u>	<u>\$ 7,580,050</u>

	<u>General Partner</u>	<u>Limited Partner</u>	<u>Total</u>
<u>Restricted</u>			
Balances, October 31, 2013	\$ -	\$ -	\$ -
Interest earned	-	-	-
Additions during the period	-	-	-
Withdrawals during the period	<u>-</u>	<u>-</u>	<u>-</u>
Balances, October 31, 2014	-	-	-
Interest earned	-	38	38
Additions during the period	3	34,317	34,320
Withdrawals during the period	<u>-</u>	<u>-</u>	<u>-</u>
Balances, October 31, 2015	<u>\$ 3</u>	<u>\$ 34,355</u>	<u>\$ 34,358</u>

See accompanying notes to financial statements.

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Cash Flows from Operating Activities:		
Cash received from tenants	821,092	232,187
Interest received	437	10
Interest paid	(289,210)	(9,245)
Cash paid to suppliers and contractors	<u>(582,570)</u>	<u>(210,762)</u>
Net cash provided (used) by operating activities	<u>(50,251)</u>	<u>12,190</u>
Cash Flows from Investing Activities:		
Cash received from clean energy rebates	-	88,124
Purchase of intangible assets	-	(329,034)
Purchase of fixed assets	<u>(46,292)</u>	<u>(5,135,120)</u>
Net cash used by investing activities	<u>(46,292)</u>	<u>(5,376,030)</u>
Cash Flows from Financing Activities:		
Payoff of construction loan	-	(8,247,365)
Capital contributed	-	5,949,317
Repayment of predevelopment loan	-	(150,000)
Repayment to general partner	-	(101,233)
Deposits to restricted accounts	(107,352)	(678,895)
Principal payments on mortgages payable	(60,463)	(4,884)
Advances on mortgages payable	-	5,538,749
Withdrawals from restricted accounts	<u>252,437</u>	<u>3,147,232</u>
Net cash provided by financing activities	<u>84,622</u>	<u>5,452,921</u>
Net increase (decrease) in cash	(11,921)	89,081
Cash and cash equivalents, beginning of year	<u>90,132</u>	<u>1,051</u>
Cash and cash equivalents, end of year	<u>\$ 78,211</u>	<u>\$ 90,132</u>

See accompanying notes to financial statements.

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
STATEMENT OF CASH FLOWS (continued)
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Reconciliation of net loss to cash provided (used) by operating activities:		
Net loss	\$ (508,833)	\$ (222,934)
Items which did not use (provide) cash:		
Interest expense	10,000	16,695
Depreciation and amortization	375,787	186,060
Interest on restricted cash	(1,107)	(108)
Other income	-	(88,124)
Bad debt expense	2,500	1,500
Provision for replacement reserve	34,358	-
Changes in operating assets and liabilities:		
Tenant security deposits	(45,690)	(65,893)
Accounts receivable	(31,070)	(5,661)
Prepaid expenses	715	(7,010)
Accounts payable	31,374	103,215
Accrued expenses	31,594	22,402
Prepaid rent	4,431	6,155
Tenant security deposits liability	<u>45,690</u>	<u>65,893</u>
Net cash provided (used) by operating activities	\$ <u>(50,251)</u>	\$ <u>12,190</u>

See accompanying notes to financial statements.

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization

Project Freedom at Hopewell Urban Renewal, L.P., (the "Project" or "Partnership") was formed as a limited partnership under the laws of the State of New Jersey on October 3, 2012 for the purpose of acquisition, construction and operation of a housing project consisting of six (6) buildings containing seventy-two (72) units for families and special needs adults and a community center. The property is located at Heritage Court, Pennington, Mercer County, New Jersey and operates under the name of Freedom Village at Hopewell.

The Project was substantially completed and received a certificate of occupancy in February, 2014. Rental operations began in April, 2014.

The Project has qualified for and been allocated low-income housing credits pursuant to Internal Revenue Code Section 42 ("Section 42") which regulates the use of the Project as to occupant eligibility and unit gross rent, among other requirements. The Project must meet the provisions of these regulations during each of 15 consecutive years in order to remain qualified to receive the credits. In addition, the Project has executed an Extended Low Income Housing Covenant for Low-Income Housing Tax Credits which requires the utilization of the Project pursuant to Section 42 for a minimum of 30 years, even if disposition of the Project by the Partnership occurs.

B. Basis of Presentation

The accompanying financial statements have been prepared in accordance with the New Jersey Housing and Mortgage Finance Agency ("the Agency" or "NJHMFA") Policies and Procedures Manual, revised July 1, 1996.

The accounting practices prescribed or permitted by the Agency differ from accounting principles generally accepted in the United States of America (GAAP) as follows:

- Funding of the reserve for repairs and replacements is recorded as an expense.
- Reimbursements from the reserve for repairs and replacements are recorded as income and restricted partners' equity when approved by the Agency as opposed to when the actual expenditure is made by the partnership.
- Interest earned by the reserve fund is recorded directly in the fund balance.
- A Statement of Partners' Equity which requires the designation of "Restricted" for reserves that are designated for the replacement of property.

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Cash and Cash Equivalents

For the purposes of the statements of cash flows, the Project considers certificates of deposit and all other unrestricted cash investments with a maturity date of three months or less at the time of acquisition to be cash equivalents. Cash equivalents are stated at cost which approximates market value. The Project places its temporary cash investments with high credit quality financial institutions. At times, balances may exceed FDIC insurance limits.

D. Accounts Receivable, Net

Rents are due from tenants on the first day of each month. As a result, tenants accounts receivable balances primarily consist of rents past due and vacated tenants. An allowance for doubtful accounts is established to provide for all accounts, which may not be collected in the future for any reason. Collection losses on accounts receivable are charged against the allowance for doubtful accounts.

E. Prepaid Expenses

Prepaid expenses represent amounts paid as of year-end that will benefit future operations.

F. Fixed Assets

Land, building and improvements, and furniture and equipment are recorded at cost at the time of the purchase. Expenditures for repairs and maintenance and minor renewals are charged against income in the year they are incurred. Major renewals and betterments are capitalized.

Depreciation is computed using the straight-line method over the estimated useful lives of the related assets. The estimated useful lives of assets for depreciation purposes may be different than the actual economic useful lives of the assets.

	<u>Estimated Life</u>	<u>Method</u>
Land	-	None
Buildings and improvements	40	Straight-line
Furniture and equipment	5-10	Straight-line

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NOTES TO FINANCIAL STATEMENTS
NJHMFA PROJECT NO. 02691
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

G. Long-Lived Assets

The Project reviews its investment in real estate for impairment whenever events or changes in circumstances indicate that the carrying value of such property may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the real estate to the future net undiscounted cash flows expected to be generated by the rental property, including the low income housing tax credits and any estimated proceeds from the eventual disposition of the real estate. If the real estate is considered to be impaired, the impairment to be recognized is measured as the amount by which the carrying amount of the real estate exceeds the fair value of such property. There were no impairment losses for the years ended October 31, 2015 and 2014.

H. Deferred Charges

Deferred charges are amortized over their useful life using the straight-line method, which is not materially different from the interest method.

I. Income Taxes

Income taxes on Partnership income are levied on the partners at the partner level. Accordingly, all profits and losses of the Partnership are recognized by each partner on their respective tax return.

Federal and state tax authorities generally have the right to examine and audit the previous three years of tax returns filed. Open tax years for the partnership are 2014, 2013 and 2012. Any interest or penalties assessed to the Partnership are recorded in operating expenses. No interest or penalties from federal or state tax authorities were recorded in the accompanying financial statements.

J. Prepaid Rent

Rental income is recognized for apartment rentals as it is earned. Advance receipts of rental income is deferred until it is earned.

K. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

L. Non-Interest Bearing Loans

Non-interest bearing loans are measured by the cash proceeds exchanged when no other right or privilege is given. As such, no interest is imputed on project loans.

NOTE 2. ACCOUNTS RECEIVABLE, NET

Accounts receivable is shown net of an allowance for doubtful accounts of \$4,000 and \$1,500, respectively, as of October 31, 2015 and 2014.

NOTE 3. RESTRICTED CASH

Under the terms of the partnership agreement, the Project is required to set aside specified amounts for future project expenditures. For the years ended October 31, 2015 and 2014, these restricted deposits amounted to \$535,025 and \$679,003, respectively, and are held in separate accounts in trust and generally are not available for operating purposes.

Beginning January 1, 2015, the Partnership is also required to deposit \$440 per unit, per year (to be increased annually by 3%) to a replacement reserve account. The replacement reserve account will fund capital improvements and major repairs to the Project.

NOTE 4. DEFERRED CHARGES, NET

The costs incurred to obtain financing for the Project have been capitalized and are being amortized over the term of the financing (45 years). Tax credit compliance fees are being amortized over the compliance period of thirty (30) years.

Deferred charges at October 31, 2015 and 2014 consisted of the following:

<u>Description</u>	<u>2015</u>	<u>2014</u>
Tax credit compliance fees	\$ 239,864	\$ 239,864
Loan origination fees	135,947	135,947
Less: accumulated amortization	<u>(18,240)</u>	<u>(6,081)</u>
Total deferred charges, net	<u>\$ 357,571</u>	<u>\$ 369,730</u>

Amortization expense for the year ended October 31, 2015 and 2014 amounted to \$12,159 and 6,081, respectively.

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

NOTE 5. CONSTRUCTION LOAN PAYABLE

The Partnership had a \$9 million construction loan with a bank bearing interest at 3.15%. The loan was paid off during the year ended October 31, 2014 from equity contributions from the limited partner. Cumulative construction loan interest totaling \$240,964 has been capitalized as part of the cost of the building.

NOTE 6. RELATED PARTY TRANSACTIONS

The Partnership is controlled by Project Freedom, Inc. (the 100% owner of the general partner) who also controls other entities whose operations are similar to that of the Partnership.

Salaries and related charges totaled \$233,653 and 164,328, respectively, for the years ended October 31, 2015 and 2014 and were reimbursed to Project Freedom, Inc.

Included in the cost of the building is a developer fee of \$1,360,212 incurred to Project Freedom Inc. As of October 31, 2015 and 2014, \$900,498 and \$900,498, respectively, remained payable, of which \$689,570 and \$689,570 is due currently and will be paid out of the limited partner's 5th and 6th installment of capital. The remaining balance of \$210,928 is deferred and will be paid out of available cash flow. The deferred portion of the developer fee will accrue interest at 3% per annum until it is paid in full.

As of October 31, 2015 and 2014, included in accounts payable is \$125,276 and \$94,986, respectively, owed to Project Freedom Inc. for the reimbursement of salaries and benefits.

Included in accrued expenses as of October 31, 2015 and 2014, is \$2,003 and \$11,500, respectively, owed to Project Freedom Inc. for property management fees.

As of October 31, 2015 and 2014, included in accrued expenses and asset management fees expense is \$5,000 and \$3,452, respectively, which is payable to the Limited Partner for property management oversight, tax credit compliance monitoring and related services.

NOTE 7. MORTGAGES PAYABLE

At October 31, 2015, the Partnership was indebted for the following loans:

	<u>2015</u>	<u>2014</u>
Note payable to Project Freedom Inc., through the Special Needs Housing Trust Fund ("SNHTF") of the State of New Jersey. The loan with a face amount of \$1,000,000 accrues interest at 1% per annum with all outstanding principal and interest due in November, 2057. The loan agreement requires the property to be affordable housing throughout its term. Accrued interest at October 31, 2015 and 2014 totaled \$26,695 and 16,695, respectively.	\$ 1,000,000	\$ 1,000,000

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

NOTE 7. MORTGAGES PAYABLE (continued)

	<u>2015</u>	<u>2014</u>
Mortgage payable to the New Jersey Housing Mortgage Finance Agency in the original amount of \$4,677,689. Monthly payments of \$29,442, include principal, interest at 5.75% and a monthly NJHMFA fee. The loan matures in September, 2044 and is secured by the underlying land and property and requires that the property remains affordable in accordance with IRC Section 42(h)(6) for the entire amortization period.	4,612,342	4,672,805
Loan payable to Project Freedom, Inc. made through the County of Mercer's HOME Investment Partnerships Program. The loan is interest free with a principal payment of \$10,000 due annually on January 15 for ten (10) consecutive years with the remaining principal balance being deferred to April, 2042. The Partnership must maintain the Project as affordable for the loan term.	600,000	600,000
Loans payable (2) to Project Freedom Inc. made through the Federal Home Loan Bank of New York's Affordable Housing Program in the amounts of \$978,940 and \$461,060. The loans are interest free and are due at the end of the tax credit compliance period (2044).	<u>1,440,000</u>	<u>1,440,000</u>
Total loans payable	7,652,342	7,712,805
Less: current portion of mortgages payable	<u>74,033</u>	<u>70,463</u>
Mortgages payable, net of current portion	\$ <u>7,578,309</u>	\$ <u>7,642,342</u>

Estimated annual maturities over the next five years are as follows:

October 31, 2016	\$ 74,033
2017	77,813
2018	81,817
2019	86,057
2020	91,497
Thereafter	<u>7,241,125</u>
Total	\$ <u>7,652,342</u>

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

NOTE 8. CURRENT VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

The Project's major asset is a 72 unit housing project. The Project operates in a heavily regulated environment. The operations of the Project are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an Act of Congress or an administrative change mandated by a regulatory agency. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

NOTE 9. CONTINGENCY

The Project's low-income housing credits are contingent on its ability to maintain compliance with applicable sections of Section 42. Failure to maintain compliance with occupant eligibility, and/or unit gross rent, or to correct noncompliance within a specified time period could result in recapture of previously taken tax credits plus interest. In addition, such noncompliance may require an adjustment to the contributed capital by the Limited Partner.

NOTE 10. CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the Project to concentrations of credit risk consist principally of temporary cash investments and tenant accounts receivable.

At times the Project may hold cash in excess of the Federal Deposit Insurance Company's (FDIC) insured limit of \$250,000.

The Project operates a 72 unit housing complex in Pennington, New Jersey. While its credit risk for tenant accounts receivable is concentrated, those receivables are typically collected within 30 days and based on its assessment of current conditions, management believes realization losses on amounts outstanding at year end will be immaterial. Accordingly, tenant accounts receivable are reported net of an allowance for uncollectable amounts.

NOTE 11. PARTNERSHIP PROFITS, LOSSES AND DISTRIBUTIONS

All profits and losses are allocated 0.01% to the General Partner and 99.99% to the Limited Partner.

Distributable cash flow, as defined by the Partnership Agreement, shall be paid in the following priority:

- First to the Limited Partner to the extent of any amount which the Limited Partner is entitled to receive in order to satisfy any amounts owed to it pursuant to a tax credit adjustment as described in Section 6.9 of the Partnership Agreement.

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED OCTOBER 31, 2015 AND 2014

NOTE 11. PARTNERSHIP PROFITS, LOSSES AND DISTRIBUTIONS (continued)

- Second, to pay any accrued and unpaid principal and interest due on the Sponsor - Mercer County HOME Funds loan.
- Third, to the Asset Manager to pay any accrued and payable Asset Management Fees;
- Fourth, to pay any accrued and unpaid principal and interest on loans made by the Limited Partner pursuant to Section 3.7 of the Partnership Agreement;
- Fifth, to the Operating Reserve Account until such time as such account is replenished up to the Operating Reserve Target Amount.
- Sixth, to the Developer to pay any unpaid balance on the Deferred Development Fee.
- Seventh, to the Service Provider to pay any accrued and unpaid Social Service Fee;
- Eighth, to repay any accrued and unpaid principal and interest on loans made by the General Partner pursuant to Section 3.7 of the Partnership Agreement;
- Ninth, to the General Partner (in the order of loans made, with earlier loans repaid in full before subsequent loans are repaid) to repay any amounts treated as loans to the Partnership (without interest) by the General Partner pursuant to Sections 6.4.6(i), 6.4.6(ii) and 6.4.6(iii);
- Tenth, until the end of the compliance period, ninety percent (90%) of the balance, if any, to the General Partner as an Incentive Partnership Management Fee, on a non-cumulative basis.

NOTE 12. SUBSEQUENT EVENTS

Events that occur after the financial statement date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the financial statement date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the financial statement date require disclosure in the accompanying notes to the financial statements. Management evaluated the activity of the Partnership through December 21, 2015 (the date the financial statements were available to be issued) and concluded that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statements.

**SUPPLEMENTAL INFORMATION:
SUPPORTING DATA REQUIRED BY NJHMFA**

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
SUPPLEMENTAL INFORMATION
FOR THE YEAR ENDED OCTOBER 31, 2015

SCHEDULE A - RECEIVABLES OTHER THAN FROM TENANTS

None

SCHEDULE B - ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Reimbursement of salaries and benefits	\$ 125,276
Maintenance and repairs	3,352
Utilities	1,503
Legal Fees	2,835
Extermination	353
Asset management fees	5,000
Audit fees	7,750
Property management fees	2,003
Taxes	11,471
Accrued interest and fees	24,245
Administrative	<u>4,797</u>
	<u>\$ 188,585</u>

SCHEDULE C - LOANS, NOTES OR MORTGAGES PAYABLE

See Notes 5 and 7

SCHEDULE D - CHANGES IN RESERVE ACCOUNT BALANCES

	Real estate tax escrow	Insurance escrow	Debt service escrow	Working capital escrow	Social services escrow	Replacement escrow
Balance, October 31, 2014	\$ 9,037	\$ 18,240	\$ 29,442	\$ 547,272	\$ 75,012	\$ -
Additions	39,154	33,878	-	-	-	34,320
Withdrawals	(15,000)	-	-	(237,437)	-	-
Interest earned	<u>49</u>	<u>79</u>	<u>-</u>	<u>778</u>	<u>163</u>	<u>38</u>
Balance, October 31, 2015	<u>\$ 33,240</u>	<u>\$ 52,197</u>	<u>\$ 29,442</u>	<u>\$ 310,613</u>	<u>\$ 75,175</u>	<u>\$ 34,358</u>

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
SUPPLEMENTAL INFORMATION
FOR THE YEAR ENDED OCTOBER 31, 2015

SCHEDULE E - CHANGES IN FIXED ASSET ACCOUNTS

	<u>Capital Assets</u>			<u>Accumulated Depreciation</u>			
	<u>Balance 10/31/2014</u>	<u>Additions</u>	<u>Balance 10/31/2015</u>	<u>Balance 10/31/2014</u>	<u>Current Provision</u>	<u>Balance 10/31/2015</u>	<u>Net Book Value</u>
Land	\$ 1,220,064	\$ -	\$ 1,220,064	\$ -	\$ -	\$ -	\$ 1,220,064
Building and improv.	14,573,410	26,200	14,599,610	175,512	351,023	526,535	14,073,075
Furniture and fixtures	<u>87,122</u>	<u>20,092</u>	<u>107,214</u>	<u>4,467</u>	<u>12,605</u>	<u>17,072</u>	<u>90,142</u>
	<u>\$15,880,596</u>	<u>\$ 46,292</u>	<u>\$15,926,888</u>	<u>\$ 179,979</u>	<u>\$ 363,628</u>	<u>\$ 543,607</u>	<u>\$ 15,383,281</u>

SCHEDULE F - OTHER INCOME

Laundry income	\$ 19,478
Late charges	<u>2,681</u>
	<u>\$ 22,159</u>

SCHEDULE G - ADMINISTRATIVE EXPENSES

Stationery supplies	\$ 2,756
Inspection fees	6,698
Telephone	3,960
Office expense	7,916
Advertising	61,059
Computer expenses	4,884
Accounting and auditing	7,750
Legal services	18,969
Bad debt expense	2,500
Miscellaneous administrative expenses	<u>5,080</u>
	<u>\$ 121,572</u>

SCHEDULE H - SALARIES AND RELATED CHARGES

Salaries	\$ 186,479
Payroll taxes and employee benefits	<u>47,174</u>
	<u>\$ 233,653</u>

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
SUPPLEMENTAL INFORMATION
FOR THE YEAR ENDED OCTOBER 31, 2015

SCHEDULE I - MAINTENANCE AND REPAIRS

Electrical	\$ 3,107
Plumbing	300
Snow removal	7,950
Carpentry	173
Grounds and landscaping	1,006
Equipment and tools	1,277
Janitorial supplies	1,864
Elevator	5,577
Miscellaneous maintenance and repairs	<u>3,878</u>
	<u>\$ 25,132</u>

SCHEDULE J - MAINTENANCE CONTRACTS

Exterminating	\$ 4,237
Grounds and landscaping	18,344
Rubbish removal	14,252
Fire prevention & monitoring	11,756
Elevator	6,664
Miscellaneous contracts	<u>647</u>
	<u>\$ 55,900</u>

SCHEDULE K - UTILITIES

Water	\$ 23,634
Sewer	3,254
Cable	2,324
Electricity	40,162
Gas	<u>5,691</u>
	<u>\$ 75,065</u>

SCHEDULE L - COMPUTATION OF MANAGEMENT FEE

Per unit charge approved by NJHMFA	\$ 50.00
Total occupied units for the year	<u>780</u>
Calculated management fee expense	<u>39,000</u>
Accrued management fee, beginning of year	11,500
Management fee expense	39,000
Less payments	<u>(48,497)</u>
Accrued management fee, end of year	<u>\$ 2,003</u>

**PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
SUPPLEMENTAL INFORMATION
FOR THE YEAR ENDED OCTOBER 31, 2015**

SCHEDULE M - COMPUTATION OF PAYMENT IN LIEU OF TAXES

None.

SCHEDULE N - RELATED PARTY TRANSACTIONS

All related party transactions are disclosed in Note 6 to the financial statements.

SCHEDULE O - TAX FILINGS AND PAYMENTS

Based on the audit procedures performed, all applicable federal, state and local tax returns were filed on a timely basis and the related tax payments were also made on a timely basis.

SCHEDULE P - CUMULATIVE RETURN ON EQUITY

To be determined by NJHMFA.

SCHEDULE Q - NJHMFA MORTGAGES DUE

See Note 7 for the mortgage balance due NJHMFA as of October 31, 2015.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Partners
Project Freedom at Hopewell Urban Renewal, L.P.:

We have audited the financial statements of Project Freedom at Hopewell Urban Renewal, L.P. (the "Partnership" or the "Project") as of and for the year ended October 31, 2015, and have issued our report thereon dated December 21, 2015. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Partnership's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Partnership's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS (continued)**

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Project Freedom at Hopewell Urban Renewal, L.P.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Furthermore, during the performance of our audit of the financial statements of Project Freedom at Hopewell Urban Renewal, L.P., nothing came to our attention that caused us to believe that:

- Project Freedom at Hopewell Urban Renewal, L.P. had not filed and paid its federal, state and local income taxes (including payroll taxes) in a timely manner; and
- Project Freedom at Hopewell Urban Renewal, L.P. made any cash distributions to the partners which were not duly authorized by the New Jersey Housing and Mortgage Finance Authority (NJHMFA).

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Fallon & Larsen LLP

December 21, 2015
Toms River, New Jersey

PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO.: 02691
SCHEDULE OF FINDINGS AND RESPONSES
OCTOBER 31, 2015

Current year findings

There are no findings in the current year.

Resolution of prior year findings

There were no findings in the prior year.

**PROJECT FREEDOM AT HOPEWELL URBAN RENEWAL, L.P.
NJHMFA PROJECT NO. 02691
CERTIFICATION OF THE GENERAL PARTNER AND MANAGEMENT AGENT
OCTOBER 31, 2015**

We hereby certify that we have examined the accompanying financial statements and supplemental data of Project Freedom at Hopewell Urban Renewal, L.P. NJHMFA Project No. 02691, "Freedom Village at Hopewell", and, to the best of our knowledge and belief, the same is complete and accurate.

Timothy Doherty
General Partner
Hopewell Freedom Properties, Inc.

Date

Tracee Battis
Property Manager

Date



CERTIFICATE

Date Issued 4-4-08
Control #
Permit # 03-1203

IDENTIFICATION

Block 80 Lot 10.03
Work Site Location 725 Denow Road
Hopewell Garden Senior Housing Complex
Owner in Fee/Occupant Bi Beneficial Hopewell LP
Address 725 Outhbert Boulevard
Cherry Hill, NJ 08002
Tele. ()
Contractor Ingerman Construction
Address 725 Outhbert Boulevard
Cherry Hill NJ 08002
Tele. () 856-662-1730 Fax ()
Lic. No. or Bldrs. Reg. No.
Federal Emp. No. 22 33 1110

Home Warranty No.
Type of Warranty Plan: [] State [] Private
Use Group R-2
Maximum Live Load
Construction Classification 5A Protected
Maximum Occupancy Load
Description of Work/Use:

Construct a 3-Story, 150 Unit Senior Citizen
Apartment Building

☒ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than , 19 or the owner will be subject to fine or order to vacate.

☐ CERTIFICATE OF CLEARANCE — LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[] Total removal of lead-based paint hazards in scope of work
[] Partial or limited time period (years); see file

☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until .

Christopher H. Rose
CONSTRUCTION OFFICIAL

Fee \$
Paid [] Check No.
Collected by:

K. Cantwell
mother let
78/10.01
will be
Let 10.03

TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY

R E S O L U T I O N #02-268

**A RESOLUTION AUTHORIZING THE TOWNSHIP OF
HOPEWELL TO EXECUTE AN AMENDED AGREEMENT
WITH BRISBEN HOPEWELL VILLAGE LIMITED
PARTNERSHIP FOR PAYMENTS IN LIEU OF TAXES**

WHEREAS, on March 7, 2002, the Hopewell Township Committee adopted Resolution #02-92, which authorized the Mayor to execute and the Municipal Clerk to attest an Agreement for payments in lieu of taxes (also called the "PILOT" Agreement) with Brisben Hopewell Village Limited Partnership (also called the "Sponsor") in connection with the construction of 150 units of senior affordable housing as part of the Beazer Homes "Hopewell Grant" Development; and

WHEREAS, in Resolution #02-92, the Township Committee determined that the proposed housing project will meet an existing housing need and that the land and improvements contained within the said project shall be exempt from real property taxation, provided that payments in lieu of taxes for municipal services be made to the Township in such amounts and manner as set forth in the PILOT Agreement attached to the said Resolution; and

WHEREAS, since adoption of Resolution #02-92, the New Jersey Housing and Mortgage Finance Agency (NJHMFA) reviewed all of the documents submitted by Beazer Homes pertaining to this matter, and the NJHMFA requested that certain minor revisions be made to the language of the PILOT Agreement previously authorized by Resolution #02-92; and

WHEREAS, the initial six (6) requested revisions are outlined in a letter from the NJHMFA to Donald Paxton, Executive Vice President of Brisben Companies, Inc., dated July 3, 2002 (a copy of which is attached hereto and made a part thereof); and

WHEREAS, a further revision was requested by letter of the NJHMFA to Robert N. Ridolfi, Esq., dated August 7, 2002 (a copy of which is also attached hereto and made a part hereof) regarding the deletion of former Paragraph 11 of the PILOT Agreement in its entirety; and

WHEREAS, the Sponsor has requested approval of the Hopewell Township Committee to revise the PILOT Agreement in accordance with the revisions requested by the NJHMFA; and

WHEREAS, the Township Attorney and the Township's Affordable Housing Counsel have reviewed this matter and have recommended that the Township Committee consider the proposed revisions, as set forth in more detail in the letters attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hopewell, in the County of Mercer and State of New Jersey, as follows:

1. That the Mayor is authorized to execute and the Municipal Clerk to attest a revised Agreement between the Township of Hopewell and Brisben Hopewell Village Limited Partnership for payments in lieu of taxes relating to the above development, which incorporates the revisions referenced above.
2. That all other terms and conditions contained within Resolution #02-92 shall remain in full force and effect.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Robert N. Ridolfi, Esq.
 - b. Edwin W. Schmierer, Esq., Affordable Housing Counsel
 - c. John O. Bennett, Esq., Township Attorney
 - d. Paul Pogorzelski, P.E., Township Engineer
 - e. Christine Smeltzer, Township Administrator
 - f. Elaine Borges, Chief Financial Officer
 - g. Antoinette Sost, Township Tax Assessor
 - h. Kathleen Cantwell, Township Tax Collector

Date Adopted: September 19, 2002

SEP 13 2002 3:45PM DILWORTH PAXSON, LLP

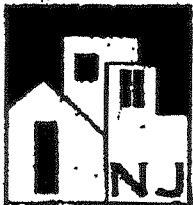
7329191240

p. 10

Sep-05-2002 12:07pm From: R.F.F.E. & B., P.C.

16098964115

T-084 P.002/003 F-161



HMFA
New Jersey Housing
and Mortgage
Finance Agency

*File Orig.
CC: DFP
SD
CB*

Susan Bass Levin
Chairman
C. Sean Closkey
Executive Director

July 3, 2002

*RE David Mease call
me to discuss
follow through.*

From DP

Donald Paxton, Executive Vice President
Brisben Companies, Inc.
7800 East Kemper Road
Cincinnati, Ohio 45249

RE: Hopewell Gardens, HMFA # 1348

Dear Mr. Paxton:

Our counsel, the Attorney General's Office of New Jersey, has provided comments to the Tax Abatement Resolution ("Resolution") and Agreement for Payment in Lieu of Taxes ("PILOT Agreement") approved by the Township of Hopewell for the above referenced project. We believe that Resolution # 02-92, a copy of which is enclosed for your convenience, is the operative Resolution for this project as it is based on the NJHMFA statute. As such, please note and address the following:

1. The PILOT Agreement should be fully dated. ✓
2. The PILOT Agreement needs to have the correct Resolution designated in paragraph 1, which was left blank. Also, the designation of the HMFA statute has been deleted at the end of that paragraph after "as required by" and should be replaced. ✗
3. Paragraph 8 of the PILOT Agreement states that the audit should be submitted to the Director of the Division of Local Government Services in the Department of Community Affairs. If this is due to Long Term Tax Exemption Law requirements, it would be irrelevant and should be deleted. ✗
4. Throughout the PILOT Agreement, who is the "Successor Sponsor"? Is this PILOT Agreement contingent upon another entity taking title to the property? ~
5. Under paragraph 4, the term of the PILOT Agreement begins once... "improvements shall have been substantially completed...". In the event the permanent loan closing is delayed for any period of time beyond the date the improvements are deemed substantially complete, the PILOT Agreement may run short of the HMFA mortgage term of 30 years. We suggest that at the end of this paragraph after "a period of thirty (30) years" the statement "and shall remain in effect for the entire term of the HMFA loan" be added.

SEP 13 2002 3:45PM DILWORTH PAXSON, LLP

7329191240

p. 11

Sep-05-2002 12:07pm From: R.F.F.E. & B., P.C.

16098884115

T-064 P.003/003 F-161

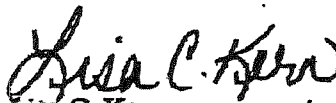
Donald Paxton, Executive Vice President
Brisben Companies
Page 2
July 3, 2002

6. As Resolution # 02-92 states that both the land and improvements will be exempt from real property taxation, the PILOT Agreement should state this as well. In the third sentence of paragraph 4, the word "land" should be inserted so that it reads "the land and improvements comprising the Project shall be exempt from real property taxes..." to be consistent with the Resolution.

If you wish to discuss any of these issues, please feel free to contact me. My direct telephone number is (609)278-7473. Otherwise, I will await your written response or revised PILOT Agreement that addresses our counsel's concerns.

Thank you.

Very truly yours,


Lisa C. Kern
Paralegal

Enclosure
c: Yirgu Wolde
Kate Tasch
Darryl Applegate, D.A.G.
David Petroni

SEP 13 2002 3:43PM DILWORTH PAXSON, LLP

7329191240

P. 8

Aug-08-2002 11:24am From-R.F.F.E. & B., P.C.

16098864115

T-884 P.009/004 F-772



HMFA
New Jersey Housing
and Mortgage
Finance Agency

Susan Bass Levin
Chairman

C. Sean Closkey
Executive Director

August 7, 2002

BY FACSIMILE and REGULAR MAIL

Robert N. Ridolfi, Esquire
Ridolfi, Friedman, Frank, Edelstein & Backinoff, P.C.
3131 Princeton Pike, Bldg. 6-A
Lawrenceville, New Jersey 08648

RE: Hopewell Gardens, HMFA # 1348

Dear Mr. Ridolfi:

Per your letter to me dated August 2, 2002, we have reviewed the revised Agreement for Payment in Lieu of Taxes ("PILOT Agreement") prepared for the above referenced project.

After speaking with our counsel, the revised PILOT Agreement will be acceptable provided that Paragraph 11 is deleted in its entirety.

Once that change is made and the PILOT Agreement has been approved by Hopewell Township, please provide me with a fully executed copy.

Thank you.

Very truly yours,

Lisa C. Kern
Paralegal

c: Kate Tasch
Darryl Applegate, D.A.G.

Aug-08-2002 11:24am From: R.F.F.E. & B., P.C.

16098864115

T-664 P.004/004 F-772

(a) In the event of any dispute between the parties regarding the amount of said payment in lieu of taxes, matters in controversy shall be resolved by arbitration. The parties agree that the Chief Financial Officer for the Township and the accountant for the Sponsor shall agree upon a third party accountant, who shall review all necessary records and reach an independent decision as to the dispute, which decision shall be binding upon both parties.

(b) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice of the Sponsor in the manner set forth in Section 13 below, prior to any legal action against same.

9. The tax exemption provided herein shall apply only so long as the Sponsor or its successor and assigns and the Project remain subject to the provisions of the N.J.S.A. 55:14K-1 et seq. and regulations made thereunder, but in no event longer than thirty (30) years. In the event of a sale, transfer or conveyance of the property by the Sponsor or a change in the organizational structure of the Sponsor, this Agreement may be assigned and shall continue in the full force and effect so long as the assignee qualifies under the N.J.S.A. 55:14K-1 et seq. and regulations made thereunder, at the time of sale, transfer or conveyance and assumes all obligations of the Sponsor. The Municipality shall consent to a sale, transfer or conveyance of the Project by the Sponsor to another entity as long as the Assignee has no other tax exempt project at the time of the transfer. Upon assumption by the assignee of the Sponsor's obligations under this Agreement, the tax exemption of the improvement shall continue and inure to the assignee, its respective successors or assigns.

10. The Sponsor or its successor or assigns shall have the right to terminate this Agreement in any manner provided for under N.J.S.A. 55:14K-1 et seq. Upon any termination of such tax exemption, whether by affirmative action by the Sponsor, its successors and assigns, or by virtue of the natural expiration of the exemption period or by other provisions of N.J.S.A. 55:14K-1 et seq. Or any other applicable state law, the Project, all affected parcels, and all improvements made thereon shall be assessed and subject to taxation as are other taxable properties in the Municipality. After the termination of the exemption period, all restrictions and limitations upon the urban renewal entity shall terminate and be at an end upon the entity's rendering its final accounting to the Municipality.

11. The Sponsor, its successors and assigns shall be entitled to a credit against the annual service charge in an amount without interest, equal to the real estate taxes.

12. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project, as well as permit examination and audit of its books, contracts, records, documents and papers by authorized representatives of the Municipality or the state. 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.

SEP 13 2002 3:42PM

DILWORTH PAXSON, LLP

7329191240

p. 5

DILWORTH PAXSON LLP

A LIMITED LIABILITY PARTNERSHIP FORMED IN PENNSYLVANIA

LAW OFFICES

John O. Bennett, III
New Jersey Resident Partner

September 5, 2002

Mayor and Township Committee
Township of Hopewell
201 Washington Crossing-Pennington Road
Titusville, New Jersey 08560

RE: Hopewell Gardens (Brisben)-NJHMFA PILOT Agreement

Dear Mayor and Members of the Township Committee:

As you may recall, you have previously approved various agreements in connection with the construction of 150 units of senior affordable housing as part of the Beazer Homes "Hopewell Grant" Development. In particular, on March 7, 2002, you adopted Resolution No. 02-92, determining that the proposed Project will meet an existing housing need and that the land and improvements contained within the said Project shall be exempt from real property taxation, provided that payments in lieu of taxes for municipal services be made to the Township in such amounts and manner as set forth in the PILOT Agreement attached to the said Resolution.

Since then, the New Jersey Housing and Mortgage Finance Agency (NJHMFA) reviewed all of the documents submitted by Beazer pertaining to this matter, and the NJHMFA requested that certain minor revisions be made to the language of the PILOT Agreement previously authorized by Resolution No. 02-92. The initial six (6) requested revisions are outlined in a letter from the NJHMFA to Donald Paxton, Executive Vice President of Brisben Companies, Inc., dated July 3, 2002 (see attached). I believe that these requested revisions are acceptable and I do not object to incorporating any of these proposals into the PILOT Agreement.

Additionally, a further revision was requested by letter of the NJHMFA to Robert N. Ridolfi, Esq., dated August 7, 2002 (also see attached) regarding the deletion of Paragraph 11 of the PILOT Agreement in its entirety. I have no objection to making this change either, for substantially the same reasons set forth by the Township's Affordable Housing Counsel, Edwin W. Schmierer, Esq., in his letter of September 3, 2002 (also see attached). As such, I concur with Mr. Schmierer's position and would recommend that the Township Committee consider the

SEP 13 2002 3:42PM

DILWORTH PAXSON, LLP

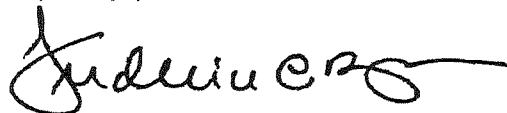
7329191240

p.6

above-referenced revisions to the PILOT Agreement.

Should you have any questions or comments regarding the above, please do not hesitate to contact me. Thank you very much.

Very truly yours,



FREDERICK C. RAFFETTO

FCR:bb

Enclosures

cc: Christine Smeltzer, Township Administrator (w/enc)
Annette Bielawski, Township Clerk (w/enc.)
Paul Pogorzelski, P.E., Township Engineer (w/enc.)
Robert N. Ridolfi, Esq. (w/enc.)
Edwin W. Schmierer, Esq. (w/enc.)

SEP 13 2002 3:43PM DILWORTH PAXSON, LLP 7329191240
09/03/02 TUE 17:01 FAX 609 683 7978 MASON GRIFFIN & PIERSON

002

p. 7

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

101 POOR FARM ROAD
P.O. BOX 391
PRINCETON, NEW JERSEY 08542

TELEPHONE: (609) 921-6543
FACSIMILE: (609) 683-7978 (609) 497-3497
mgp@mgplaw.com
www.mgplaw.com

OF COUNSEL

WILLIAM P. DENI
32 Church Street
Hewitt, NJ 08822
Telephone: (908) 782-2900
Facsimile: (908) 782-2428
E-mail: wdeni@cscc.com

ALSO ADMITTED IN:
*PA *NY
*FL *VA

RALPH S. MASON (1913-1988)
GORDON D. GRIFFIN
KESTER B. PIERSON
EDWIN W. SCHMIERER
CRAIG H. DAVIS (1947-1997)
KRISTINA P. HADINGER
DONALD B. VEIX, JR.
CHARLES F. HARRIS
EDMOND M. KONIN
VALERIE L. HOWE
SHAWN M. NEUFELD
CARLEEN M. STEWARD
GEORGIA M. FRASER
TRISHKA WATERBURY
LISA M. RANDAZZESE
ALLISON S. ZANGRILLI
JENNIFER B. EALY
RAYMOND M. KANG

September 3, 2002

Township of Hopewell
201 Washington Crossing-Pennington Road
Titusville, NJ 08560-1410

Attn.: Christine Smeltzer, Administrator

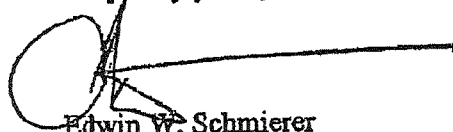
Re: Township of Hopewell - Hopewell Gardens (Brisben): NJHFMA Pilot Agreement

Dear Chris:

In my capacity as Special Counsel to the Township of Hopewell with regard to its Affordable Housing Program, the attorney for the Hopewell Gardens/Brisben project, Robert N. Ridolfi, Esq., has forwarded to me for my review and approval several changes to the proposed Pilot Agreement concerning the above-referenced project. NJHFMA has requested that paragraph 11 of the agreement be deleted. Paragraph 11 of the agreement would give Hopewell Gardens/Brisben a credit against the annual service charge for this tax credit project equal to the real estate taxes paid to the Township annually. I see no problem in having the Township of Hopewell agree to this change. This project will not be paying real estate taxes to Hopewell Township, but rather making a payment in lieu of taxes (pilot). Consequently, no credit would be in order.

The Hopewell Township Committee, by Resolution, previously accepted and endorsed this project which contains affordable housing units. It would be my recommendation that the Township Committee re-endorse the project and set forth their consent to the deletion of paragraph 11 for the reasons set forth herein above.

Very truly yours,



Edwin W. Schmierer

EWS:dab

Via: Regular Mail and Facsimile (609) 737-1022

cc: Frederick Raffetto, Esq., Hopewell Township Attorney, via: facsimile (732) 919-1240
Robert N. Ridolfi, Esq., via: facsimile (609) 896-3115

* Please attach to Resolution # 02-268

C. Schmeurer, Esq.
J. Bennett Esq.
P. Poyzidek
C. Smeltzer

RIDOLFI, FRIEDMAN, FRANK, EDELSTEIN & BACKINOFF
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

Robert N. Ridolfi
Alan G. Frank, Jr.
Nathan M. Edelstein*
Gary R. Backinoff**

3131 PRINCETON PIKE, BUILDING 6A
LAWRENCEVILLE, NEW JERSEY 08648

609-896-2900
609-896-0999
FAX
609-896-3115

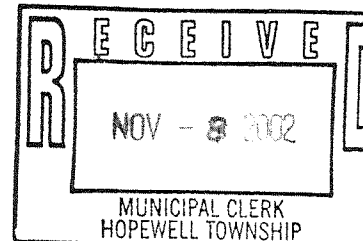
E. Borges
A. Fort
K. Cantwell

MEMBER OF BAR
• NJ & NY
**NJ & PA

OF COUNSEL
Sido L. Ridolfi
David A. Friedman

November 7, 2002

EXP 2032



Annette C. Bielawski, Clerk
Township of Hopewell
Municipal Building
201 Washington Crossing-Pennington Road
Titusville, New Jersey 08560-1410

* **RE: Brisben Hopewell Village Limited Partnership**
Hopewell Township - PILOT Agreement

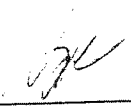
Dear Ms. Bielawski:

I am returning herewith fully executed copy of the PILOT Agreement which has been now dated November 4, 2002.

Please accept our sincere apologies for the delay in completing this document. Should you have any questions pertaining to this correspondence, please contact me at your earliest convenience.

Very truly yours,

RIDOLFI, FRIEDMAN, FRANK,
EDELSTEIN & BACKINOFF, P.C.

BY: 
ROBERT N. RIDOLFI

RNR:kkt

Enclosure

cc: Brisben Hopewell Village Limited Partnership - w/enc.

**AGREEMENT BETWEEN THE TOWNSHIP OF HOPEWELL
AND BRISBEN HOPEWELL VILLAGE LIMITED PARTNERSHIP
FOR PAYMENT IN LIEU OF TAXES**

THIS AGREEMENT IN LIEU OF TAXES made as of this 4th day of ^{Sept}September, 2002, between Brisben Hopewell Village Limited Partnership, a (a New Jersey Limited Partnership,) of the State of Ohio, having a principal office at 7800 E. Kemper Road, Cincinnati, Ohio 45249 (hereinafter the "Sponsor") and the Township of Hopewell, a municipal corporation in the County of Mercer and State of New Jersey, having a principal office at 201 Washington Crossing-Pennington Road, Titusville, NJ 08560-1410 (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 pursuant to provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.) and the rules promulgated thereunder at N.J.A.C. 5:80-1 et seq. (hereinafter referred to as the "HMFA Law") and a resolution of the Committee of the Municipality under Resolution No. 02-92, dated March 7, 2002, (the "Resolution"), as required by N.J.S.A. 55:14K-1 et seq.
2. Sponsor shall develop, construct and operate an independent living residential facility which shall be restricted to occupancy for age-restricted persons of low and moderate income (the "Project").
3. The Project is or will be situated on that parcel of land designated as a portion of Block 78, Lot 10.01 as shown on the Official Assessment Map of the Township of Hopewell, and more commonly referred to as "Hopewell Grant", New Jersey.
4. As of the date the Sponsor execute an assignment of right, title, and interest in and to the property and this Agreement in favor of the Sponsor as provided herein and the improvements shall have been substantially completed, the land and the improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments for municipal services in lieu of taxes to the Municipality as provided hereinafter. This exemption of the Project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall extend for a period of thirty (30) years, and shall remain in effect for the entire term of the HMFA loan.
5. The profits from or dividends payable by the Sponsor shall be limited according to the terms appropriate for the type of entity created by the Sponsor in conformance with the provisions of N.J.S.A. 55:14K-1 et seq.

6. The Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

a. From the date of 100% completion and receipt of all Certificates of Occupancies of the Project and for the thirty (30) year term of the exemption period, the Sponsor shall make payment to the Municipality in an amount of equal to five percent (5%) of the annual gross revenue of the total Project, as set forth in Exhibit "A", attached hereto and made a part hereof.

b. As used herein, "annual gross revenue" means the total annual gross rental or carrying charge of the Sponsor from the Project less the cost of utilities furnished by the Project, which shall include the cost of gas, electricity, heating fuel, water supplied, and sewer charges, if any. The Project revenue shall not include any rental subsidy contributions received from any federal or state program.

c. Notwithstanding the provisions of this Agreement, the minimum annual service charge shall be the amount of the total taxes levied against real property upon which the Project shall be constructed, for the last full tax year in which the property was subject to taxation and the minimum annual service charge shall be paid in each year in which the annual service charge calculated pursuant to this Agreement would be less than the minimum annual service charge.

7. The amount of payment in lieu of taxes to be paid pursuant to paragraph (a) 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 6.

8. Payments by the Sponsor shall be made on a quarterly basis in accordance with tax 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 annual gross revenues for the total Project for the previous quarter. No later than ninety (90) days following the end of the first fiscal year of operation for the Project and each year thereafter that this Agreement remains in effect, the Sponsor shall submit an audited financial statement of the operation of the Project (the "Audit"), setting forth the annual gross revenues and the total payments in lieu of taxes due to the Municipality calculated at five (5%) percent of Project revenues as set forth in the Audit (the "Audit Amount"), to the Council of the Municipality. The Sponsor shall simultaneously pay the difference, if any, between the Audited Amount and that should have been paid and the actual 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 Audited Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(a) In the event of any dispute between the parties regarding the amount of said payment in lieu of taxes, matters in controversy shall be resolved by arbitration. The parties agree that the Chief Financial Officer for the Township and the accountant for the Sponsor shall agree upon a third party accountant, who shall review all necessary records and reach an Independent decision as to the dispute, which decision shall be binding upon both parties.

(b) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice of the Sponsor in the manner set forth in Section 13 below, prior to any legal action against same.

9. The tax exemption provided herein shall apply only so long as the Sponsor or its successor and assigns and the Project remain subject to the provisions of the N.J.S.A. 55:14K-1 et seq. and regulations made thereunder, but in no event longer than thirty (30) years. In the event of a sale, transfer or conveyance of the property by the Sponsor or a change in the organizational structure of the Sponsor, this Agreement may be assigned and shall continue in the full force and effect so long as the assignee qualifies under the N.J.S.A. 55:14K-1 et seq. and regulations made thereunder, at the time of sale, transfer or conveyance and assumes all obligations of the Sponsor. The Municipality shall consent to a sale, transfer or conveyance of the Project by the Sponsor to another entity as long as the Assignee has no other tax exempt project at the time of the transfer. Upon assumption by the assignee of the Sponsor's obligations under this Agreement, the tax exemption of the improvement shall continue and inure to the assignee, its respective successors or assigns.

10. The Sponsor or its successor or assigns shall have the right to terminate this Agreement in any manner provided for under N.J.S.A. 55:14K-1 et seq. Upon any termination of such tax exemption, whether by affirmative action by the Sponsor, its successors and assigns, or by virtue of the natural expiration of the exemption period or by other provisions of N.J.S.A. 55:14K-1 et seq. Or any other applicable state law, the Project, all affected parcels, and all improvements made thereto shall be assessed and subject to taxation as are other taxable properties in the Municipality. After the termination of the exemption period, all restrictions and limitations upon the urban renewal entity shall terminate and be at an end upon the entity's rendering its final accounting to the Municipality.

11. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project, as well as permit examination and audit of its books, contracts, records, documents and papers by authorized representatives of the Municipality or the state. 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.

12. 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 7800 East Kemper Road, Cincinnati, Ohio 45249 or to such other address as the Sponsor may hereafter designate in writing

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township of Hamilton, 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560 or to such other address as the Municipality may designate in writing.

13. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the Municipality and the Sponsor.

14. The Agreement shall be construed under the laws of the State of New Jersey.

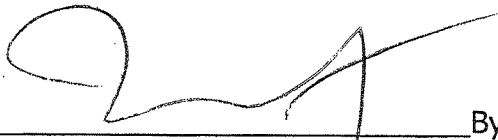
IN WITNESS HEREOF, the parties hereto have executed this Agreement effective as of the day and year first set forth above.

ATTEST

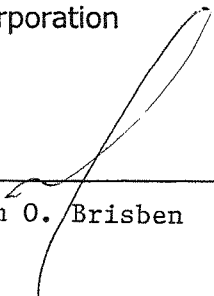
SPONSOR:

BRISBEN HOPEWELL VILLAGE LIMITED PARTNERSHIP

By: BRISBEN HOPEWELL, INC., General Partner
a New Jersey Corporation



Terry B. Schwartz, Secretary

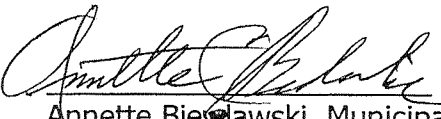
By: 

William O. Brisben, President

ATTEST

MUNICIPALITY:

Township of Hopewell



Annette Bielewsky, Municipal
Clerk

By: 

Jon Edwards, Mayor

Attachment "A"																
YEAR	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	
Potential Gross Income	1,385,712	1,385,712	1,385,712	1,385,712	1,385,712	1,385,712	1,385,712	1,385,712	1,385,712	1,385,712	1,385,712	1,385,712	1,385,712	1,385,712	1,385,712	
Other Income	69,397	69,397	69,397	69,397	69,397	69,397	69,397	69,397	69,397	69,397	69,397	69,397	69,397	69,397	69,397	
Adjustments to Income																
Less Vacancy	5.00%	(69,286)	(72,756)	(72,756)	(72,756)	(72,756)	(72,756)	(72,756)	(72,756)	(72,756)	(72,756)	(72,756)	(72,756)	(72,756)	(72,756)	
Less Bond Debt	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
EFFECTIVE GROSS INCOME		1,385,823	1,382,354	1,382,354	1,382,354	1,382,354	1,382,354	1,382,354	1,382,354	1,382,354	1,382,354	1,382,354	1,382,354	1,382,354	1,382,354	
Payroll Related		166,750	166,750	166,750	166,750	166,750	166,750	166,750	166,750	166,750	166,750	166,750	166,750	166,750	166,750	
Admin & General		41,025	41,025	41,025	41,025	41,025	41,025	41,025	41,025	41,025	41,025	41,025	41,025	41,025	41,025	
Grounds		51,890	51,890	51,890	51,890	51,890	51,890	51,890	51,890	51,890	51,890	51,890	51,890	51,890	51,890	
Maintenance		32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	
Utilities		65,821	65,821	65,821	65,821	65,821	65,821	65,821	65,821	65,821	65,821	65,821	65,821	65,821	65,821	
Management Fees		103,850	103,850	103,850	103,850	103,850	103,850	103,850	103,850	103,850	103,850	103,850	103,850	103,850	103,850	
Insurance		36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	
5% HOPEWELL PILOT PAYMENT		80,529	80,529	80,529	80,529	80,529	80,529	80,529	80,529	80,529	80,529	80,529	80,529	80,529	80,529	
Reserves for Replacement		46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	
TOTAL OPERATING EXPENSES		602,865	602,865	602,865	602,865	602,865	602,865	602,865	602,865	602,865	602,865	602,865	602,865	602,865	602,865	
NET OPERATING INCOME		782,968	779,389	779,389	779,389	779,389	779,389	779,389	779,389	779,389	779,389	779,389	779,389	779,389	779,389	
Debt Service		667,211	667,211	667,211	667,211	667,211	667,211	667,211	667,211	667,211	667,211	667,211	667,211	667,211	667,211	
Cashflow		115,847	112,178	112,178	112,178	112,178	112,178	112,178	112,178	112,178	112,178	112,178	112,178	112,178	112,178	
PILOT Formula																
POTENTIAL GROSS INCOME LESS VACANCY AND UTILITIES MULTIPLIED BY PILOT ANNUAL PERCENTAGE																
Potential Income		1,385,712														
Estimated vacancy of 5%		(69,286)														
Estimated Utilities		(103,850)														
Hopewell PILOT Percentage		5 Percent														
Total Annual PILOT Payment		\$ 60,679														