

**1999 - 2025  
HOUSING ELEMENT AND  
FAIR SHARE PLAN**

**TOWNSHIP OF OLD BRIDGE  
MIDDLESEX COUNTY, NEW JERSEY**

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## **Foreword**

According to the New Jersey Municipal Land Use Law, 40:55D-28b(3), a municipal Master Plan must contain a Housing Element. Dating back to 1999, attempts by the New Jersey Council on Affordable Housing (COAH) to prepare and adopt Third Round Rules that were constitutional failed. Inaction by COAH to adopt constitutionally compliant rules caused the New Jersey Supreme Court to act. On March 10, 2015, the New Jersey Supreme Court ruled that First and Second Round Rules should be used to establish present and prospective affordable housing need for the state, housing regions and municipalities. This document includes the housing obligation that extends from 1999 to 2025 for the Township of Old Bridge, Middlesex County, New Jersey.

Old Bridge Township previously submitted a Round III Housing Element and Fair Share Plan in December 2005 in accordance with the November 2004 COAH adopted Third Round Rules (Chapter 5:94). Old Bridge Township revised its plan and is petitioning COAH again because portions of these COAH rules were overturned in 2007. Subsequently, Old Bridge's revised plan received substantive certification from COAH.

The New Jersey Superior Court Appellate Division found the COAH's second attempt in developing Third Round Rules to be invalid and ordered COAH to prepare rules that utilized methodologies similar to First and Second Round Rules for determining a municipality's regional fair share affordable housing obligation. COAH failed to do so, and the New Jersey Supreme Court established a process for determining regional fair share affordable housing obligations for municipalities and reviewing municipal housing elements and fair share plans to determine whether those plans can be granted approval akin to "COAH substantive certification" by the courts. This Housing Element and Fair Share Plan was prepared to comply with the New Jersey Supreme Court process and requirements.

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## **Introduction**

In 1975 the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide a realistic opportunity for the construction of low and moderate-income housing. In its 1983 Mt. Laurel II decision the Court expanded the Mt. Laurel doctrine and stated that all municipalities share in the obligation. In July 1985 the Fair Housing Act (FHA) was enacted as the legislative response to the Supreme Court rulings. The Act created the Council on Affordable Housing as the administrative alternative to the courts.

The FHA directs the New Jersey Council on Affordable Housing (COAH) to provide regulations that allow municipalities to prepare comprehensive responses which will provide a realistic opportunity for the provision of affordable housing through municipal land use regulation. COAH's primary responsibilities are:

- Establish Housing Regions for the State;
- Estimate regional housing need; and
- Provide guidelines for municipalities to use in addressing their fair share obligations.

Municipal responsibilities under the Fair Housing Act consist of adopting and filing with COAH a Housing Element, prepared according to COAH's criteria and guidelines. According to the New Jersey Municipal Land Use Law, C.52:27D-310, the Housing Element shall contain at least:

1. The inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;
2. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years subsequent to the adoption of the Housing Element, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
3. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
4. An analysis of the existing and probable future employment characteristics of the municipality;
5. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing;
6. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

This Housing Element meets all of above requirements as specified in the latest addition of the Municipal Land Use Law dated February 2008. This plan meets the guidelines of the COAH Round II rules and recently adopted State legislation.

## I. Background Information

The Township of Old Bridge is located in the southeastern portion of Middlesex County, New Jersey. Along Old Bridge's northern boundary are the Raritan Bay and Sayreville Borough in Middlesex County. To the east and south is Monmouth County with neighboring communities that include Aberdeen Township, Matawan Borough, Marlboro Township and Manalapan Township. Monroe Township, Middlesex County is located to the southwest. Spotswood Borough and East Brunswick Township, all in Middlesex County, share the western border with Old Bridge.

Old Bridge was originally incorporated as Madison Township in 1869. Its name was changed to Old Bridge by municipal referendum in 1975. The Township was a rural community throughout the nineteenth and mid-twentieth centuries. Significant growth occurred during the 1950s, 1960s and 1970s changing the community into more a suburban one. Several major highways traverse Old Bridge providing excellent access to the region; such highways include Routes 9, 18 and 35 and the Garden State Parkway. These highways provided the accessibility needed to support the ensuing suburban development that occurred over 30-plus years. The southern portions of the Township are still rural but have been experiencing continued development.

Some general facts about Old Bridge Township are provided below.

Size: 40.7 square miles

Population: 65,375<sup>1</sup>

Density: 1,606.3 persons per square mile

Old Bridge Township is determined by COAH to be located within Housing Region 3 that consists of Hunterdon, Middlesex and Somerset Counties.

## HOUSING CHARACTERISTICS<sup>2</sup>

### *General Housing Data*

According to the 2010 U.S. Census, Old Bridge Township had a total of 24,638 housing units of which 23,777 units or 96.5% were occupied. Of the number of units that were occupied 16,846 or 70.8% were owner-occupied and 6,931 or 29.2% were renter-occupied. Table 1 provides general housing data for Old Bridge Township.

| <b>Table 1 – General Housing Data, 2010</b> | <b>Old Bridge Twp.<br/>No. Units/Percent</b> |
|---|--|
| Total Housing Units                         | 24,638/100.0                                 |
| Total Occupied Units                        | 23,777/96.5                                  |
| Tenure of Occupied Units:                   | 23,777/100.0                                 |
| Owner-occupied                              | 16,846/70.8                                  |
| Renter-occupied                             | 6,931/29.2                                   |

<sup>1</sup> Population is based on the 2010 U.S. Census.

<sup>2</sup> Housing characteristics are based on the 2010 U.S. Census and 2006-2010 American Community Survey.

### Age of Housing

The bulk of the Township's housing stock was built prior to 1970. Prior to 1970 14,375 units (59.0%) were built. A significant amount of units was built from 1970 to 1989 totaling 5,991 units (24.6%). Table 2 provides more detail about the age of housing in Old Bridge Township.

| <b>Table 2 – Age of Housing, 2006-2010</b> | <b>Old Bridge Twp.<br/>No. Units/Percent</b> |
|--|--|
| Total Housing Units                        | 24,353/100.0                                 |
| Built 2000 or later                        | 1,743/7.1                                    |
| Built 1990 to 1999                         | 2,244/9.2                                    |
| Built 1980 to 1989                         | 3,524/14.5                                   |
| Built 1970 to 1979                         | 2,467/10.1                                   |
| Built 1960 to 1969                         | 7,080/29.1                                   |
| Built 1940 to 1959                         | 6,413/26.3                                   |
| Built 1939 or earlier                      | 882/3.6                                      |
| Median year structure built                | 1968   |

### Condition of Housing

With regard to the three housing conditions for defining substandard housing, Table 3 shows that 110 housing units or 0.5% of the total occupied housing units lacked complete plumbing facilities, 72 units or 0.3% lacked complete kitchen facilities and 385 units or 1.6% were crowded in units.

| <b>Table 3 – Housing Conditions, 2006-2010</b> | <b>Old Bridge Twp.<br/>No. Units/Percent</b> |
|--|--|
| Total occupied housing units/% total units     | 23,098/100.00                                |
| Lacking complete plumbing facilities           | 110  |
| % Lacking complete plumbing facilities         | 0.5  |
| Lacking complete kitchen facilities            | 72   |
| % Lacking complete kitchen facilities          | 0.3  |
| Crowded  | 385  |
| % Crowded                                      | 1.6  |

### Purchase and Rental Value of Housing

In 2010, Old Bridge Township had 16,338 owner-occupied housing units. The median value of



owner-occupied units was \$363,700. For the total of owner-occupied units housing value, a little more than half was in the \$300,000-\$499,999 range, almost one-fifth was valued \$500,000 or more and more than one-quarter was less than \$300,000. Approximately 23.1% of the owner-occupied housing units (3,772) had no mortgage. Table 4 provides a summary of the purchase value of housing in 2010.

| <b>Table 4 – Purchase Value of Housing, 2006-2010</b> | <b>Old Bridge Twp.<br/>No. Units/Percent</b> |
|---|--|
| Total Owner-Occupied Units                            | 16,338/100.0                                 |
| Less than \$50,000                                    | 47/0.3                                       |
| \$50,000-\$99,999                                     | 169/1.0                                      |
| \$100,000-\$149,999                                   | 410/2.5                                      |
| \$150,000-\$199,999                                   | 771/4.7                                      |
| \$200,000-\$299,999                                   | 3,031/18.6                                   |
| \$300,000-\$499,999                                   | 9,018/55.2                                   |
| \$500,000 or more                                     | 2,892/17.7                                   |
| No Mortgage   | 3,772/23.1                                   |
| Median Value  | \$363,700                                    |

Within Old Bridge Township there were a total of 6,689 renter-occupied housing units in 2010. The median rent was \$1,044. About one-third of the rents ranged \$750-\$999. A little more than one-tenth of the rents were less than \$500. The greatest percentage of rents (44.1%) was in the \$1,000-\$1,499 range. Seventy-one renters had no cash rent. Table 5 provides a summary of rental value of housing in 2010.

| <b>Table 5 – Rental Value of Housing, 2006 - 2010</b> | <b>Old Bridge Twp.<br/>No. Units/Percent</b> |
|---|--|
| Total Renter-Occupied Units                           | 6,689/100.0                                  |
| Less than \$200                                       | 53/0.8                                       |
| \$200-\$499   | 288/4.3                                      |
| \$500-\$749   | 377/5.6                                      |
| \$750-\$999   | 2,245/33.6                                   |

|                      |            |
|----------------------|------------|
| \$1,000-\$1,499      | 2,951/44.1 |
| \$1,500 or more      | 775/11.6   |
| No Cash Rent         | 149/2.3    |
| Median Contract Rent | \$1,044    |

### Occupancy Characteristics

In 2010, Old Bridge Township had a total of 24,353 housing units of which 23,098 or 94.8% were occupied and 1,255 or 5.2% were vacant. Table 6 provides a summary of occupancy characteristics for Old Bridge Township.

| <b>Table 6 – Occupancy Characteristics, 2006-2010</b> | <b>Old Bridge Twp.<br/>No. Units/Percent</b> |
|---|--|
| Total Housing Units                                   | 24,353/100.0                                 |
| Occupied  | 23,098/94.8                                  |
| Vacant  | 1,255/5.2                                    |

The homeowner vacancy rate was 2.7%, and the rental vacancy rate was 4.3%. The occupancy characteristics for housing units that have vacancy status are provided in Table 7.

| <b>Table 7 – Occupancy Characteristics, Vacancy Status, 2006-2010</b> | <b>Old Bridge Twp.<br/>Percent</b> |
|---|------------------------------------|
| Homeowner Vacancy Rate  | 2.7                                |
| Rental Vacancy Rate   | 4.3                                |

### Housing Type

The majority of the housing stock in Old Bridge Township is single-family dwelling units. In 2010, there were 14,328 single-family detached dwellings that represent 58.8% of the housing stock, and 3,009 single-family attached dwellings that represent 12.4%. Dwellings with 10-19 units totaled 2,013 or 8.3%. Dwellings with 20 or more units totaled 2,050 or 8.4%. Dwellings with 3 or 4 units totaled 1,999 or 8.2%. Other types of housing represent approximately 3.9% of the housing stock in Old Bridge Township. Table 8 provides a summary of housing types for dwelling units in Old Bridge.

| <b>Table 8 – Housing Type, 2006-2010</b> | <b>Old Bridge Twp.<br/>No. Units/Percent</b> |
|--|--|
| <b>Units in Structure</b>                |  |
| Total Units                              | 24,353/100.0                                 |
| 1 Unit, Detached                         | 14,328/58.8                                  |
| 1 Unit, Attached                         | 3,009/12.4                                   |
| 2 Units                                  | 459/1.9                                      |
| 3 or 4 Units                             | 1,999/8.2                                    |
| 5 to 9 Units                             | 459/1.9                                      |
| 10 to 19 Units                           | 2,013/8.3                                    |
| 20 or More Units                         | 2,050/8.4                                    |
| Mobile Home                              | 36/0.1                                       |
| Boat, RV, Van, etc.                      | 0/0  |

Table 9 provides a summary of housing sizes for dwelling units in Old Bridge Township. More than half of the dwelling units (57.7% or 14,060) had 6 or more rooms. The amount of units with 3, 4 and 5 rooms per dwelling were almost evenly distributed between the three housing sizes at 3,195 (13.1%), 3,676 (15.1%) and 3,045 (12.5%), respectively. Units with 1 room represented only 0.2% of the housing stock in Old Bridge. Those with 2 rooms were 1.3% of the housing stock. The median number of rooms was 6.0.

| <b>Table 9 – Housing Size, 2006-2010</b> | <b>Old Bridge Twp.<br/>No. Units/Percent</b> |
|--|--|
| <b>Rooms in Structure</b>                |  |
| Total Units                              | 24,353/100.0                                 |
| 1 Room                                   | 52/0.2                                       |
| 2 Rooms                                  | 325/1.3                                      |
| 3 Rooms                                  | 3,195/13.1                                   |
| 4 Rooms                                  | 3,676/15.1                                   |
| 5 Rooms                                  | 3,045/12.5                                   |
| 6 Rooms                                  | 3,771/15.5                                   |
| 7 Rooms                                  | 4,321/17.7                                   |
| 8 Rooms                                  | 3,554/14.6                                   |
| 9 or More Rooms                          | 2,414/9.9                                    |
| Median Number of Rooms                   | 6.0  |

*Housing Units Affordable to Low- and Moderate-Income Households*

The supply of owner-occupied (for-sale) and rental housing units is analyzed in terms of affordability for low- and moderate-income households in Region 3 (Hunterdon, Middlesex and Somerset Counties). A three-person household, which approximates the average household size in Middlesex County (2.80), and the 2010 median income for a three-person household in Region 3 (\$91,800) is used in the analysis to establish baselines.

The 2010 upper limits for low- and moderate-income households for a three-person household in Region 3 are \$45,900 (50% of the median) and \$73,440 (80% of the median), respectively.<sup>3</sup> Accepted general practice within the mortgage lending industry for determining affordable housing purchase price is the ability to pay 28% of gross monthly household income toward monthly housing costs. COAH utilizes the 28% rule for determining housing affordability: for low-income households, \$1,071 =  $(\$45,900 \times 0.28)/12$  months, or \$12,852 per annum; and for moderate-income households, \$1,714<sup>4</sup> =  $(\$73,440 \times 0.28)/12$  months, or \$20,563<sup>4</sup> per annum.

In 2010 maximum affordable housing mortgage for low- and moderate-income households are \$206,742 and \$330,864, respectively. This estimate is based on the Capital Recovery Factor formula with the assumptions of annual returns (28% of gross income) of \$12,852 for low-income household and \$20,563 for moderate-income household, a mortgage interest rate of 4.69%<sup>5</sup>, and a 30-year mortgage. This means that in 2010 with a 10% downpayment, a low-income household could afford to purchase a house worth \$229,713  $(\$206,742/0.90)$  and a moderate-income household could afford to purchase a house worth \$367,627  $(\$330,864/0.90)$ , using the following formula:

$$R = P[i(1+i)^n]/[(1+i)^n - 1] \text{ or } P = R/[i(1+i)^n]/[(1+i)^n - 1]$$

Where,

P = Principal, or Approximate 90% Purchase Price of House, assuming 10% Downpayment

R = Annual Return or Yearly Mortgage Payment (\$9,664 & \$15,462)

i = Interest Rate (7.00%, 1999 Average Rate)

n = Years (30-year Mortgage)

Given the foregoing analysis and the data provided in Table 4 – Purchase Value of Housing, 2006-2010, there are at least 3,513 housing units (23.8% of all owner-occupied housing units) priced at amounts that are affordable to low-income households of three persons and at least 5,987 housing units (40.5% of all owner-occupied housing units) priced at amounts that are affordable to moderate-income households of three persons.

COAH has established the maximum affordable rent as 30% of a household's monthly gross income. For three-person, low-income households in Region 3, the maximum rent is \$1,148  $(\$45,900 \times 0.30)/12$  months]. The maximum monthly rent for three-person, moderate-income households is \$1,836  $(\$73,440 \times 0.30)/12$  months]. Based on this analysis and Table 5 – Rental Value of Housing, 2006-2010, Old Bridge Township has at least 314 housing units (33.0% of all rental units) that have rents (\$999 or less) that are affordable to low-income households of three

<sup>3</sup> Source: 2010 Regional Income Limits adopted by NJ COAH.

<sup>4</sup> Due to rounding.

<sup>5</sup> Average mortgage rate 30-year mortgage in 2010 as published by Federal Home Loan Mortgage Corporation.

persons and at least 473 housing units (49.7% of all rental units) that have rents (\$1,499 or less) that are affordable to moderate-income households of three persons.

The U.S. Census identifies five “selected conditions” for housing affordability of which two pertain to owner and renter costs: (1) selected monthly owner costs as a percentage of household income in 2006-2010 greater than 30%, and (2) gross rent as a percentage of household income in 2006-2010 greater than 30%. Table 10 shows the number of units that have owner and renter costs greater than 30% household incomes: 5,326 owner-occupied units (32.6% of all owner-occupied units) have owner costs in excess of 30% of household incomes; and 2,733 rental units (40.9% of all rental units) have renter costs in excess of 30% of household incomes.

| <b>Table 10 – Owner &amp; Renter Costs Greater than 30% of Household Incomes, 2006 – 2010</b> | <b>Old Bridge Twp.</b> |
|---|------------------------|
| Total Occupied Units:   | 23,098                 |
| Owner Occupied:   | 16,338                 |
| % Owner Occupied  | 70.7                   |
| Owner Occupied w/ monthly costs > 30% HH income   | 5,326                  |
| % of Owner Occupied units w/ this selected condition  | 32.6                   |
| Renter Occupied:  | 6,689                  |
| % Renter Occupied   | 29.3                   |
| Renter with monthly costs > 30% HH income   | 2,733                  |
| % of Rental Units with this selected condition  | 40.9                   |

***Substandard Housing Units Affordable to Low- and Moderate-Income Households Capable of Being Rehabilitated***

Substandard housing has “selected conditions” that are defined by the U.S. Census as units having at least one of the following conditions: (1) lacking complete plumbing facilities, (2) lacking complete kitchen facilities, (3) with 1.01 or more occupants per room. Table 3 – Housing Conditions, 2006-2010 provides a summary of the three selected conditions for housing in Old Bridge Township. There is a total of 110 units or 0.48% of all occupied units that have one or more of these selected conditions. According to the report *New Jersey Low and Moderate Income Housing Obligations for 1999-2025 Calculated Using the NJ COAH Prior Round (1987-1999) Methodology* prepared by David N. Kinsey and dated April 16, 2015 and revised July 2015 there are 127 housing units with substandard conditions which are occupied by low- and/or moderate-income households in Old Bridge Township.

## Demographic Characteristics<sup>6</sup>

### Population Trend

From 1930 to 1940 Middlesex County and New Jersey experienced little growth, but during that same period Old Bridge grew 48.2% (see Table 11). Growth in the three geo-political entities increased significantly from 1940 to 1950, with Old Bridge Township having the greatest percentage increase of 93.7%, Middlesex County growing 22.0% and New Jersey experiencing 16.2% growth. For the next two decades Old Bridge Township, Middlesex County and New Jersey grew at robust rates. From 1950 to 1970 Old Bridge Township's population increased by about 5.7 times growing from 7,366 to 48,715. During the same period of time, Middlesex County's population grew by about 120% and New Jersey's residents increased by more than 63%. As the growth of Middlesex County (2.0%) and New Jersey (6.5%) slowed significantly from 1970 to 1980, Old Bridge Township, too, slowed to 5.7%. Old Bridge Township's growth rates from 1980 to 1990 (9.6%) lagged behind the growth rate of Middlesex County (12.7%) and grew faster than New Jersey (5.0%). Its 1990 to 2000 growth rate (7.0%) lagged behind the rates of Middlesex County (11.6%) and New Jersey (8.9%). From 2000 to 2010 Old Bridge grew 8.1% which was faster than New Jersey (4.5%) and Middlesex County (8.0%).

**Table 11 – Population Trend, 1930-2010**

| Year | Old Bridge Township |        |       | Middlesex County |         |      | New Jersey |           |      |
|------|---------------------|--------|-------|------------------|---------|------|------------|-----------|------|
|      | Pop.                | Change |       | Pop.             | Change  |      | Population | Change    |      |
|      |                     | No.    | %     |                  | No.     | %    |            | No.       | %    |
| 1930 | 2,566               | -      | -     | 212,208          | -       | -    | 4,041,334  | -         | -    |
| 1940 | 3,803               | 1,237  | 48.2  | 217,077          | 4,869   | 2.2  | 4,160,165  | 118,831   | 2.9  |
| 1950 | 7,366               | 3,563  | 93.7  | 264,872          | 47,795  | 22.0 | 4,835,329  | 675,164   | 16.2 |
| 1960 | 22,772              | 15,406 | 209.2 | 433,856          | 168,984 | 63.8 | 6,066,782  | 1,231,453 | 20.3 |
| 1970 | 48,715              | 25,943 | 113.9 | 583,813          | 104,957 | 17.9 | 7,171,112  | 1,104,330 | 18.2 |
| 1980 | 51,515              | 2,800  | 5.7   | 595,893          | 12,080  | 2.0  | 7,365,011  | 463,899   | 6.5  |
| 1990 | 56,475              | 4,960  | 9.6   | 671,780          | 75,887  | 12.7 | 7,730,188  | 365,177   | 5.0  |

<sup>6</sup> Demographic characteristics are based on 1930-2010 U.S. Censuses as related to the years presented in the text and tables.

|      |        |       |     |         |        |      |           |         |     |
|------|--------|-------|-----|---------|--------|------|-----------|---------|-----|
| 2000 | 60,456 | 3,981 | 7.0 | 750,162 | 78,382 | 11.6 | 8,414,350 | 684,162 | 8.9 |
| 2010 | 65,375 | 4,919 | 8.1 | 809,858 | 59,696 | 8.0  | 8,791,894 | 377,544 | 4.5 |

*Household Size and Type*

In 2010 Old Bridge Township had a total of 23,777 households of which 17,322 were family households that represented 72.9% of total households (Table 12). By comparison Middlesex County had 72.2% of its total households as family households. In Old Bridge Township 58.5%

**Table 12 – Household Size and Type, Old Bridge Township & Middlesex County, 2010**

| Description   | Old Bridge Township | Middlesex County |
|---|---------------------|------------------|
| Average household size - All Units                                  | 2.73                | 2.80             |
| Average household size - Owner occupied                             | 2.95                | 2.89             |
| Average household size - Renter occupied                            | 2.18                | 2.61             |
| Total households  | 23,777              | 281,186          |
| Family households   | 17,322              | 202,954          |
| % Family households   | 72.9                | 72.2             |
| Married-couple family   | 13,919              | 157,214          |
| % married couple family   | 58.5                | 55.9             |
| Married-couple family with children under 18 years                  | 6,656               | 76,234           |
| % Married-couple family with children under 18 years                | 28.0                | 27.1             |
| Female householder, no husband present                              | 2,407               | 33,102           |
| % Female householder, no husband present                            | 10.1                | 11.8             |
| Female householder, no husband present with children under 18 years | 1,001               | 15,614           |
| % Female householder, no husband present children under 18 years    | 4.2                 | 5.6              |
| Nonfamily households  | 6,455               | 78,232           |
| % Nonfamily households  | 27.1                | 27.8             |
| Householder living alone  | 5,378               | 63,150           |
| % Householder living alone  | 22.6                | 22.5             |
| Householder 65 years and over                                       | 1,870               | 24,938           |
| % Householder 65 years and over                                     | 7.9                 | 8.9              |

were married-couple family households; in the County 55.9% were of the same category. The percentage of married-couple family households with own children under 18 years of age differed in the Township and the County: 28.0% in Old Bridge Township, and 27.1% in Middlesex County. For female householder with no husband and the same household type with own children under 18 years, Old Bridge Township's percentages were less than the County's: Township – 10.1% and 4.2%, respectively; and County – 11.8% and 5.6%, respectively.

Nonfamily households represented 27.1% of Old Bridge's total households; such households represented 27.8% in the County. Nonfamily householders living alone represented 22.6% of the total households in Old Bridge Township and 22.5% in Middlesex County. Nonfamily householders 65 years and over represented 7.9% of the total households in the Township, which is less than the County whereby the same type of householder represented 8.9% of the total households in the County.

Regarding household size, the average household size in Old Bridge Township was slightly more than the average household size in Middlesex County: 2.73 in Old Bridge versus 2.80 in the County. Similarly, the average household size for owner-occupied units in the Township was more than that for the County: 2.95 in Old Bridge versus 2.89 in the County. The reverse was observed for average household size for rental units: 2.18 in the Township versus 2.61 in the County.

### *Age Characteristics*

From 2000 to 2010 Old Bridge Township's population increased by 4,922 or 8.1% from 60,456 to 65,375. Old Bridge Township's population that is 5 to 19 years experienced the greatest increase in terms of absolute change from 2000 to 2010, 3,658. The age group with the second largest absolute gain was 55 to 64 years with an increase of 3,159. This age group also had the greatest percentage change, 61.2%. The other age groups with positive absolute and percentage changes were 45 to 54 years (2,664 and 30.6%) and 65 years and over (1,570 and 24.6%). Losses were experienced in the under-5 years, 20 years to 24 years and 25 years to 44 years: -483 and -11.4%; 3,065 and -46.2%; and -2,584 and -12.7%, respectively. Table 13 provides a summary of the Township's population by age from 2000 to 2010.

Table 14 summarizes Middlesex County's population by age from 2000 to 2010. The overall county population grew 8.0% from 2000 to 2010 compared to Old Bridge's growth of 8.1%. The county's greatest absolute and percentage change occurred for the age group 55 to 64 years (increase of 28,654 and 45.9%), which was Old Bridge's second greatest absolute change and greatest percentage change. The age group 45 to 54 years was the second greatest absolute and percentage change for the county (increase of 21,601 and 21.5%). This age group represented Monroe's third greatest absolute and percentage changes. Middlesex County had absolute and percentage losses in age groups 25 to 44 years (-5,528 and -4.7%) and 35 to 44 years (-11,324 and -8.8%). Whereas, Old Bridge had similar types of losses in these age groups. The county had a significant increase in those age 15 to 24 years (16,351 and 16.5%) and small increase in age groups 5 to 14 years (2,454 and 2.5%) and under 5 years (616 and 1.2%).



**Table 13 – Population by Age, Old Bridge Township, 2000 - 2010**

| Age of Pop.<br>(Years) | 2000   |       | 2010   |       | Change |       |
|------------------------|--------|-------|--------|-------|--------|-------|
|                        | Number | %     | Number | %     | Number | %     |
| Under 5                | 4,252  | 7.0   | 3,769  | 5.8   | -483   | -11.4 |
| 5 to 19                | 8,991  | 14.9  | 12,649 | 19.4  | 3,658  | 40.7  |
| 20 to 24               | 6,641  | 11.0  | 3,576  | 5.5   | -3,065 | -46.2 |
| 25 to 44               | 20,386 | 33.6  | 17,752 | 27.2  | -2,634 | -12.7 |
| 45 to 54               | 8,701  | 14.4  | 11,365 | 17.4  | 2,664  | 30.6  |
| 55 to 64               | 5,165  | 8.6   | 8,324  | 12.7  | 3,159  | 61.2  |
| 65 and Over            | 6,370  | 10.5  | 7,940  | 12.1  | 1,570  | 24.6  |
| Total                  | 60,456 | 100.0 | 65,375 | 100.0 | 4,919  | 8.1   |

**Table 14 – Population by Age, Middlesex County, 2000 - 2010**

| Age of Pop.<br>(Years) | 2000    |       | 2010    |       | Change |      |
|------------------------|---------|-------|---------|-------|--------|------|
|                        | Number  | %     | Number  | %     | Number | %    |
| Under 5                | 44,943  | 6.7   | 49,390  | 6.6   | 4,447  | 9.9  |
| 5 to 17                | 76,292  | 11.4  | 100,140 | 13.3  | 23,848 | 31.3 |
| 18 to 24               | 104,092 | 15.5  | 99,392  | 13.2  | -4,700 | -4.5 |
| 25 to 44               | 235,788 | 35.1  | 245,944 | 32.7  | 10,156 | 4.3  |
| 45 to 54               | 70,643  | 10.5  | 100,323 | 13.4  | 29,680 | 42.0 |
| 55 to 64               | 61,205  | 9.1   | 62,383  | 8.3   | 1,178  | 1.9  |
| 65 and Over            | 78,817  | 11.7  | 92,590  | 12.3  | 13,773 | 17.5 |
| Total                  | 671,780 | 100.0 | 750,162 | 100.0 | 78,382 | 11.7 |

The median age for persons in Old Bridge Township in 200 was 40.1 years. In 2010 the median age for Middlesex County's population was 37.2 years. The median age in Old Bridge exceeded the median age in the County by 2.9 years.

| <b>Table 15 – Median Age, Old Bridge Township and Middlesex County, 2010</b> |                        |                         |
|--|------------------------|-------------------------|
|  | <b>Old Bridge Twp.</b> | <b>Middlesex County</b> |
| <b>Median Age (Years)</b>  | <b>40.1</b>            | <b>37.2</b>             |

#### *Income Level*

From 2006 to 2010 Old Bridge had a per capita income of \$35,666, which was higher than the per capita incomes of Middlesex County (\$33,289) and New Jersey (\$34,858). Old Bridge's median household income in 2010 was \$82,640, which was more than the median household incomes of Middlesex County (\$76,615) and New Jersey (\$69,811). Table 16 shows 2006-2010 per capita and median household income for Old Bridge Township, Middlesex County and New Jersey.

| <b>Table 16 – Median Household Income<br/>Old Bridge Township, Middlesex County and<br/>New Jersey, 2006 - 2010</b> |                          |                                |
|---|--------------------------|--------------------------------|
|   | <b>Per Capita Income</b> | <b>Median Household Income</b> |
| <b>Old Bridge Township</b>  | <b>\$35,666</b>          | <b>\$82,640</b>                |
| <b>Middlesex County</b>   | <b>\$33,289</b>          | <b>\$76,615</b>                |
| <b>New Jersey</b>   | <b>\$34,858</b>          | <b>\$69,811</b>                |

Table 17 shows the distribution of 2006 to 2010 household incomes for Old Bridge Township and Middlesex County. Old Bridge and the County had somewhat similar percentages for households with incomes \$15,000 to \$24,999 and \$25,000 to \$34,999. Old Bridge had percentages slightly less than the County for incomes less than \$14,999 and for incomes between \$35,000 and \$74,999. Old Bridge had higher percentages for incomes greater than \$75,000 and more.

**Table 17: Household Income by Brackets  
Old Bridge Township and Middlesex County, 2006 – 2010**

| Household Income (\$) | Old Bridge Township |              | Middlesex County  |              |
|-----------------------|---------------------|--------------|-------------------|--------------|
|                       | No. of Households   | % of Total   | No. of Households | % of Total   |
| Less than 10,000      | 596                 | 2.6          | 10,505            | 3.8          |
| 10,000 - 14,999       | 619                 | 2.7          | 9,094             | 3.3          |
| 15,000 - 24,999       | 1,529               | 6.6          | 18,427            | 6.6          |
| 25,000 - 34,999       | 1,564               | 6.8          | 19,027            | 6.9          |
| 35,000 - 49,999       | 2,231               | 9.7          | 28,453            | 10.3         |
| 50,000 - 74,999       | 3,752               | 16.2         | 47,977            | 17.3         |
| 75,000 - 99,999       | 3,567               | 15.4         | 41,281            | 14.9         |
| 100,000 - 149,999     | 5,181               | 22.4         | 57,790            | 20.8         |
| 150,000 - 199,999     | 2,302               | 10.0         | 24,949            | 9.0          |
| \$200,000 or more     | 1,757               | 7.6          | 19,895            | 7.2          |
| <b>Total</b>          | <b>23,098</b>       | <b>100.0</b> | <b>277,398</b>    | <b>100.0</b> |

The COAH regulations define low (those earning up to 50% of the median household income) and moderate-income households (those earning from more than 50% to 80% of the median household income). Very low-income households earn 30% of the median household income. The figures are adjusted for household size and by the municipality's housing region. Old Bridge Township is part of Region Three, which includes Hunterdon, Middlesex and Somerset Counties. Table 18 provides a breakdown of the maximum 2010 income figures by household.

**Table 18: COAH 2010 Regional Income Limits (Region 3)**

| Income   | Family Size |          |          |          |           |           |           |           |           |           |
|----------|-------------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
|          | 1           | 1.5      | 2        | 3        | 4         | 4.5       | 5         | 6         | 7         | 8         |
| Median   | \$71,400    | \$76,500 | \$81,600 | \$91,800 | \$102,000 | \$106,080 | \$110,160 | \$118,320 | \$126,480 | \$134,640 |
| Moderate | \$57,120    | \$61,200 | \$65,280 | \$73,440 | \$81,600  | \$84,864  | \$88,128  | \$94,656  | \$101,184 | \$107,712 |
| Low      | \$35,700    | \$38,250 | \$40,800 | \$45,900 | \$51,000  | \$53,040  | \$55,080  | \$59,160  | \$63,240  | \$67,320  |

Source: COAH, adopted 2010.

## Employment Status of Residents<sup>7</sup>

### Employment Status

For 2006-2010 there were 24,193 persons aged 16 years and over. Those in the civilian labor force (35,938) represented 70.4% of the population of persons aged 16 years and over; 29.6% (15,091) was not in the civilian labor force. Of those aged 16 years and over 33,656 (65.9%) were employed, and 2,282 (4.5%) were unemployed. Table 19 summarizes the employment status of residents in Old Bridge Township.

| <b>Table 19: Employment Status, 2006 – 2010</b> |                            |                |
|---|----------------------------|----------------|
| <b>Description</b>                              | <b>Old Bridge Township</b> |                |
|   | <b>Number</b>              | <b>Percent</b> |
| Population 16 years and over                    | 51,046                     | 100.0          |
| In labor force                                  | 35,955                     | 70.4           |
| Civilian labor force                            | 35,938                     | 70.4           |
| Employed  | 33,656                     | 65.9           |
| Unemployed                                      | 2,282                      | 4.5            |
| Percent of civilian labor force                 | 6.3                        | N/A            |
| Armed Forces                                    | 17                         | 0.0            |
| Not in labor force                              | 15,091                     | 29.6           |

### Occupation

The occupations of Old Bridge Township residents for 2006-2010 are shown in Table 20. Of those in the employed civilian labor force 40.8% of the residents (13,732) worked in management, professional and related occupations. Sales and office occupations represented 28.9% of the employed civilian labor force followed by service occupations at 12.5%. Production, transportation and material moving occupations totaled 3,011 or 8.9% of the employed civilian labor force. Construction, extraction and maintenance occupations represented 8.9% of the employed civilian labor force.

<sup>7</sup> Employment characteristics are based on 2006-2010 American Community Survey.

**Table 20: Occupation, 2006-2010**

| Description  | Old Bridge Township |         |
|--|---------------------|---------|
|  | Number              | Percent |
| Employed civilian population 16 years and over             | 33,656              | 100.0   |
| Management, professional and related occupations           | 13,732              | 40.8    |
| Service occupations  | 4,217               | 12.5    |
| Sales and office occupations                               | 9,717               | 28.9    |
| Construction, extraction and maintenance occupations       | 2,979               | 8.9     |
| Production, transportation and material moving occupations | 3,011               | 8.9     |

## ECONOMIC CHARACTERISTICS

### *Employment by Industry Sector*

Table 21 shows the industries in which the employed civilian labor force of Old Bridge Township worked during 2006 to 2010. The educational, health and social services industry employed the most of the employed civilian labor force at 6,619 or 19.7% of the labor force. Retail Trade employed the second most: 4,404 or 13.1%. Professional, scientific, management, administrative and waste management services held the third position employing 3,914 or 11.6%. Finance, Insurance, Real Estate and Rental and Leasing employed the fourth most at 3,451 or 10.3%. Manufacturing, and transportation and warehousing, and utilities employed 2,793 (8.3%) and 2,914 (8.7%), respectively. Arts, entertainment, etc. and Construction employed 2,217 (6.6%) and 2,083 (6.2%), respectively. Those industries that employed less than 6.0% included: information (3.5%); other services (4.4%); public administration (3.5%); wholesale trade (4.0%); and agriculture, forestry, fishing and hunting and mining (0.2%).

**Table 21: Industry, 2000 – 2010**

| Description   | Old Bridge Township |         |
|---|---------------------|---------|
|   | Number              | Percent |
| Employed civilian population 16 years and over                                      | 33,656              | 100.0   |
| Agriculture, forestry, fishing and hunting and mining                               | 68                  | 0.2     |
| Construction  | 2,083               | 6.2     |
| Manufacturing   | 2,793               | 8.3     |
| Wholesale trade   | 1,358               | 4.0     |
| Retail trade  | 4,404               | 13.1    |
| Transportation and warehousing, and utilities                                       | 2,914               | 8.7     |
| Information   | 1,185               | 3.5     |
| Finance, insurance, real estate, and rental and leasing                             | 3,451               | 10.3    |
| Professional, scientific, management, administrative, and waste management services | 3,914               | 11.6    |
| Educational, health and social services   | 6,619               | 19.7    |
| Arts, entertainment, recreation, accommodation and food services                    | 2,217               | 6.6     |
| Other services (except public administration)                                       | 1,488               | 4.4     |
| Public administration   | 1,162               | 3.5     |

*In-Place Employment by Industrial Sector and Employment Trends*

The availability of current information about employment in Old Bridge Township is limited. The U.S. Census Bureau provides local employment information for second quarter 2002, 2003, 2004, 2005 and 2006 by means of its LED Origin-Destination Data Base. The employment information for Old Bridge Township and parts of surrounding communities, which is based on the LED Origin-Destination Data Base, is provided below.

A study area was delineated by using the ZIP Codes (ZCTA) selection layer for the zip code 08857 and two areas of the municipality that overlap into adjoining communities using the line and radius method (Madison Park and Lawrence Harbor). The maps on the following pages show the three study areas. Together, they represent a rough approximation of Old Bridge Township's geographical area. The tables that follow each respective map summarize in-place employment for 2002, 2004 and 2006.

Within the Old Bridge Zip Code 08857 study area the most prominent employer is health care and social assistance over the years 2006 (20.5% of total jobs), 2004 (22.5%) and 2002 (21.3%). Retail trade was a significant employer for the same three years: 11.4%, 10.2% and 12.5%. Administration and support, waste management and remediation employed significant percentages of employees in 2006, 2004 and 2002; however, it declined from 11.3% in 2002 and 2004 to 9.9% in 2006. Overall employment increased from 7,119 in 2002 to 7,608 in 2004 and 7,803 in 2006.

The Madison Park study area experienced consistent employment growth from 2002 (824 jobs) to 2004 (1,061 jobs) and remained flat in 2006 (1,061 jobs). The most significant employer was retail trade: 41.5% in 2002; 53.3% in 2004; and 55.3% in 2006. Accommodation and food services was a significant employer: 18.4% in 2002; 17.2% in 2004; and 21.7% in 2006.

The Lawrence Harbor study area experienced declines in employment from 2002 (2,522 jobs) to 2004 (2,394) to 2006 (2,089). Significant employers during the three years were health care and social services (15.9%, 16.3% and 17.2%, respectively), construction (19.7%, 20.0% and 9.1%, respectively), professional, scientific, and technical services (6.4%, 7.7% and 11.3%, respectively), and transportation and warehousing (7.4%, 8.3% and 11.1%, respectively).



2006  
 • 1 - 8 Workers  
 • 2 - 67 Workers  
 • 3 - 227 Workers  
 • 4 - 535 Workers

## Page 25

## Work Area Profile Report

This map is for demonstration purposes only. For a more detailed and customizable map output, please use the "Print Map" tool located above the Map Viewer.

### Total Primary Jobs 2006 2004 2002

#### Count Share Count Share Count Share

Total Primary Jobs 7,803 100.0% 7,608 100.0% 7,119 100.0%

### Jobs by Worker Age 2006 2004 2002

#### Count Share Count Share Count Share

Age 30 or younger 1,849 23.7% 1,810 23.8% 1,546 21.7%

Age 31 to 54 4,464 57.2% 4,473 58.8% 4,356 61.2%

Age 55 or older 1,490 19.1% 1,325 17.4% 1,217 17.1%

### Jobs by Earnings Paid 2006 2004 2002

#### Count Share Count Share Count Share

\$1,200 per month or less 1,996 25.6% 2,058 27.1% 1,866 26.2%

\$1,201 to \$3,400 per month 2,943 37.7% 2,937 38.6% 2,849 40.0%

More than \$3,400 per month 2,864 36.7% 2,613 34.3% 2,404 33.8%

### Jobs by Industry Type (2-digit NAICS) 2006 2004 2002

#### Count Share Count Share Count Share

Agriculture, Forestry, Fishing and Hunting 0 0.0% 0 0.0% 3 0.0%

Mining, Quarrying, and Oil and Gas

Extraction

0 0.0% 0 0.0% 0 0.0%

Utilities 94 1.2% 93 1.2% 110 1.5%

Construction 737 9.4% 563 7.4% 601 8.4%

Manufacturing 503 6.4% 500 6.6% 712 10.0%

Wholesale Trade 294 3.8% 284 3.7% 215 3.0%

Retail Trade 888 11.4% 774 10.2% 892 12.5%

Transportation and Warehousing 117 1.5% 85 1.1% 113 1.6%

Information 104 1.3% 113 1.5% 104 1.5%

Finance and Insurance 342 4.4% 301 4.0% 287 4.0%

Real Estate and Rental and Leasing 323 4.1% 293 3.9% 114 1.6%

Professional, Scientific, and Technical Services 579 7.4% 640 8.4% 344 4.8%

Management of Companies and Enterprises 156 2.0% 161 2.1% 149 2.1%

Administration & Support, Waste

Management and Remediation

775 9.9% 857 11.3% 806 11.3%

Educational Services 135 1.7% 120 1.6% 147 2.1%

Health Care and Social Assistance 1,599 20.5% 1,709 22.5% 1,518 21.3%

Arts, Entertainment, and Recreation 113 1.4% 60 0.8% 5 0.1%

Accommodation and Food Services 315 4.0% 307 4.0% 266 3.7%

Other Services (excluding Public

Administration)

253 3.2% 275 3.6% 238 3.3%

Public Administration 476 6.1% 473 6.2% 495 7.0%

### QWI Indicators - Private Sector Jobs 2006 2004 2002

#### Count Share Count Share Count Share

Number of Employers 669 100.0% 632 100.0% 617 100.0%

Employment (Beginning-of-2nd quarter) 6,154 100.0% 5,864 100.0% 5,023 100.0%

Employment, Stable Jobs 5,405 100.0% 5,133 100.0% 4,476 100.0%

Separations, Stable Jobs 488 100.0% 503 100.0% 380 100.0%

New Hires, Stable Jobs 619 100.0% 625 100.0% 333 100.0%

Firm Job Gain 460 100.0% 358 100.0% 384 100.0%

Firm Job Loss 286 100.0% 313 100.0% 231 100.0%

Employment (reference quarter) 7,487 100.0% 6,963 100.0% 6,055 100.0%

Average Monthly Earnings, Stable Jobs 3,061 100.0% 3,017 100.0% 2,866 100.0%

**Average Monthly Earnings Separations from  
Stable Jobs**

1,396 100.0% 1,477 100.0% 1,512 100.0%

**Average Monthly Earnings, New Hires, Stable  
Jobs**

2,077 100.0% 2,341 100.0% 1,985 100.0%

*Quarterly Workforce Indicators (QWI) in OnTheMap are considered to be experimental. For the latest and most accurate QWI statistics, use the QWI Online*

*application at <http://lehd.did.census.gov>.*

*Job counts and average earnings measures that are subject to item suppression at the block-level do not contribute to estimates for the selected area in this report.*

*To the extent that the selected area in the QWI Report is affected by item suppression, job counts in the QWI Report will be lower than the corresponding job counts in the Shed Report.*

**Report Settings**

**Year(s):** 2006,2004,2002

**Job Type:** Primary Jobs

**Labor Market Segment:** All Workers

**Study Selection Layer:** ZIP Codes (ZCTA)

**Study Selection Features:** 08857

**Advanced Area Selection:** Ignored.

**Map Precision:** Blocks

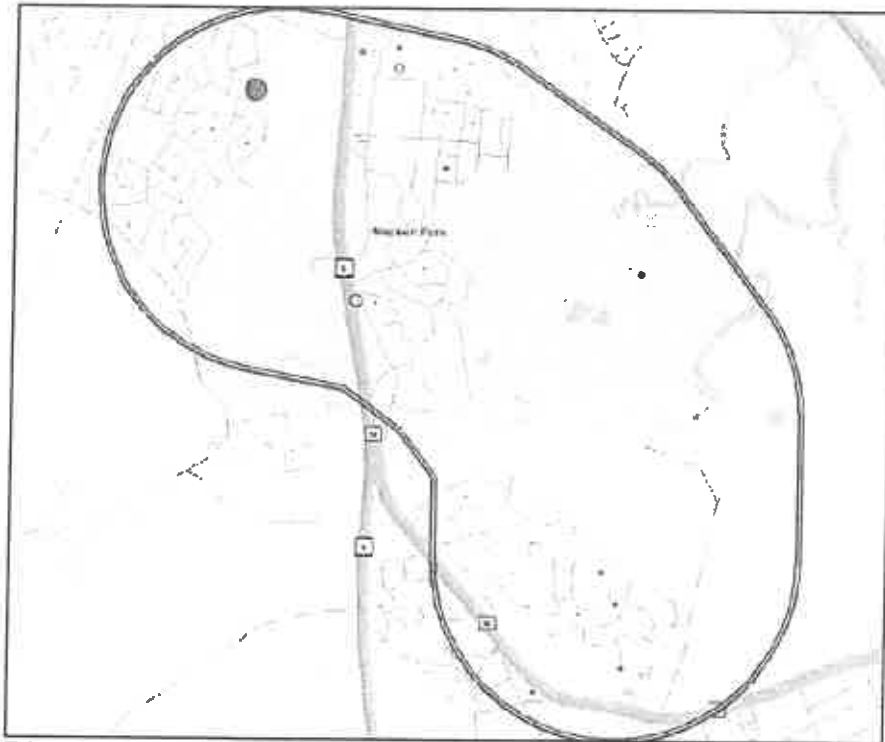
**Selected Block Count:** 483

**Query ID:** 122814979925977

**Data Sources**

US Census Bureau, LED Origin-Destination Data Base (2nd Quarter 2002, 2003, 2004, 2005, and 2006)

## **Work Area Profile Report**



This map is for demonstration purposes only. For a more detailed and customizable map output, please use the "Print Map" tool located above the Map Viewer.

### **Madison Park**

## Work Area Profile Report

This map is for demonstration purposes only. For a more detailed and customizable map output, please use the "Print Map" tool located above the Map Viewer.

### Total Primary Jobs 2006 2004 2002

Count Share Count Share Count Share

Total Primary Jobs 1,061 100.0% 1,061 100.0% 824 100.0%

### Jobs by Worker Age 2006 2004 2002

Count Share Count Share Count Share

Age 30 or younger 448 42.2% 400 37.7% 307 37.3%

Age 31 to 54 470 44.3% 523 49.3% 417 50.6%

Age 55 or older 143 13.5% 138 13.0% 100 12.1%

### Jobs by Earnings Paid 2006 2004 2002

Count Share Count Share Count Share

\$1,200 per month or less 346 32.6% 351 33.1% 307 37.3%

\$1,201 to \$3,400 per month 545 51.4% 510 48.1% 340 41.3%

More than \$3,400 per month 170 16.0% 200 18.9% 177 21.5%

### Jobs by Industry Type (2-digit NAICS) 2006 2004 2002

Count Share Count Share Count Share

Agriculture, Forestry, Fishing and Hunting 2 0.2% 1 0.1% 0 0.0%

Mining, Quarrying, and Oil and Gas

Extraction

0 0.0% 0 0.0% 0 0.0%

Utilities 0 0.0% 0 0.0% 0 0.0%

Construction 31 2.9% 19 1.8% 14 1.7%

Manufacturing 10 0.9% 4 0.4% 6 0.7%

Wholesale Trade 13 1.2% 68 6.4% 8 1.0%

Retail Trade 587 55.3% 566 53.3% 342 41.5%

Transportation and Warehousing 15 1.4% 23 2.2% 10 1.2%

Information 8 0.8% 4 0.4% 4 0.5%

Finance and Insurance 10 0.9% 2 0.2% 4 0.5%

Real Estate and Rental and Leasing 90 8.5% 107 10.1% 108 13.1%

Professional, Scientific, and Technical Services 24 2.3% 17 1.6% 130 15.8%

Management of Companies and Enterprises 0 0.0% 0 0.0% 0 0.0%

Administration & Support, Waste

Management and Remediation

8 0.8% 13 1.2% 9 1.1%

Educational Services 0 0.0% 2 0.2% 4 0.5%

Health Care and Social Assistance 13 1.2% 20 1.9% 7 0.8%

Arts, Entertainment, and Recreation 0 0.0% 0 0.0% 0 0.0%

Accommodation and Food Services 230 21.7% 182 17.2% 152 18.4%

Other Services (excluding Public

Administration)

20 1.9% 33 3.1% 26 3.2%

Public Administration 0 0.0% 0 0.0% 0 0.0%

### QWI Indicators - Private Sector Jobs 2006 2004 2002

Count Share Count Share Count Share

Number of Employers 72 100.0% 75 100.0% 75 100.0%

Employment (Beginning-of-2nd quarter) 1,086 100.0% 1,010 100.0% 833 100.0%

Employment, Stable Jobs 911 100.0% 858 100.0% 686 100.0%

Separations, Stable Jobs 110 100.0% 94 100.0% 96 100.0%

New Hires, Stable Jobs 105 100.0% 128 100.0% 91 100.0%

Firm Job Gain 59 100.0% 28 100.0% 46 100.0%

Firm Job Loss 13 100.0% 12 100.0% 22 100.0%

Employment (reference quarter) 1,400 100.0% 1,241 100.0% 1,086 100.0%

Average Monthly Earnings, Stable Jobs 2,244 100.0% 2,227 100.0% 2,903 100.0%

**Average Monthly Earnings Separations from  
Stable Jobs**

542 100.0% 1,120 100.0% 1,825 100.0%

**Average Monthly Earnings, New Hires, Stable  
Jobs**

1,395 100.0% 1,722 100.0% 2,208 100.0%

*Quarterly Workforce Indicators (QWI) in OnTheMap are considered to be experimental. For the latest and most accurate QWI statistics, use the QWI Online*

*application at <http://lehd.did.census.gov>.*

*Job counts and average earnings measures that are subject to item suppression at the block-level do not contribute to estimates for the selected area in this report.*

*To the extent that the selected area in the QWI Report is affected by item suppression, job counts in the QWI Report will be lower than the corresponding job counts in the Shed Report.*

**Report Settings**

**Year(s):** 2006,2004,2002

**Job Type:** Primary Jobs

**Labor Market Segment:** All Workers

**Study Selection Layer:** No layer selected.

**Study Selection Features:** Only available for layer selections.

**Advanced Area Selection:** Ignored.

**Map Precision:** Blocks

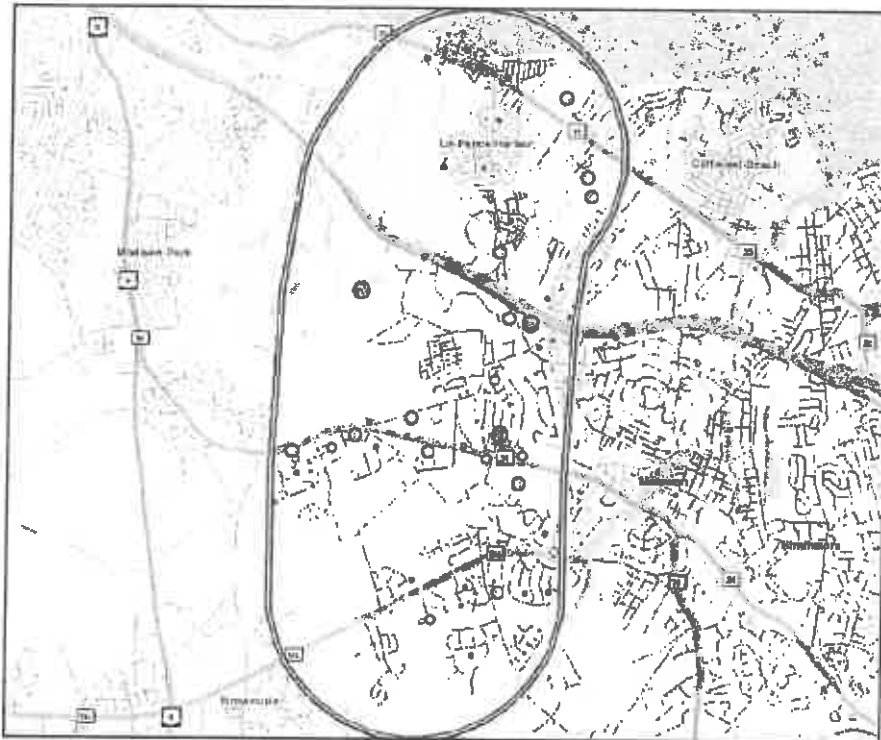
**Selected Block Count:** 56

**Query ID:** 1228150639465

**Data Sources**

US Census Bureau, LED Origin-Destination Data Base (2nd Quarter 2002, 2003, 2004, 2005, and 2006)

## **Work Area Profile Report**



This map is for demonstration purposes only. For a more detailed and customizable map output, please use the "Print Map" tool located above the Map Viewer.

### **Lawrence Harbor**

## Work Area Profile Report

This map is for demonstration purposes only. For a more detailed and customizable map output, please use the "Print Map" tool located above the Map Viewer.

### Total Primary Jobs 2006 2004 2002

Count Share Count Share Count Share

Total Primary Jobs 2,089 100.0% 2,394 100.0% 2,522 100.0%

### Jobs by Worker Age 2006 2004 2002

Count Share Count Share Count Share

Age 30 or younger 481 23.0% 519 21.7% 616 24.4%

Age 31 to 54 1,228 58.8% 1,431 59.8% 1,530 60.7%

Age 55 or older 380 18.2% 444 18.5% 376 14.9%

### Jobs by Earnings Paid 2006 2004 2002

Count Share Count Share Count Share

\$1,200 per month or less 494 23.6% 603 25.2% 722 28.6%

\$1,201 to \$3,400 per month 654 31.3% 730 30.5% 763 30.3%

More than \$3,400 per month 941 45.0% 1,061 44.3% 1,037 41.1%

### Jobs by Industry Type (2-digit NAICS) 2006 2004 2002

Count Share Count Share Count Share

Agriculture, Forestry, Fishing and Hunting 0 0.0% 4 0.2% 2 0.1%

Mining, Quarrying, and Oil and Gas

Extraction

0 0.0% 0 0.0% 0 0.0%

Utilities 62 3.0% 72 3.0% 76 3.0%

Construction 191 9.1% 478 20.0% 498 19.7%

Manufacturing 36 1.7% 59 2.5% 39 1.5%

Wholesale Trade 150 7.2% 149 6.2% 212 8.4%

Retail Trade 104 5.0% 115 4.8% 164 6.5%

Transportation and Warehousing 231 11.1% 199 8.3% 187 7.4%

Information 73 3.5% 79 3.3% 105 4.2%

Finance and Insurance 139 6.7% 85 3.6% 84 3.3%

Real Estate and Rental and Leasing 36 1.7% 44 1.8% 31 1.2%

Professional, Scientific, and Technical Services 237 11.3% 184 7.7% 162 6.4%

Management of Companies and Enterprises 0 0.0% 0 0.0% 0 0.0%

Administration & Support, Waste

Management and Remediation

179 8.6% 213 8.9% 286 11.3%

Educational Services 20 1.0% 17 0.7% 21 0.8%

Health Care and Social Assistance 359 17.2% 390 16.3% 402 15.9%

Arts, Entertainment, and Recreation 40 1.9% 42 1.8% 41 1.6%

Accommodation and Food Services 115 5.5% 164 6.9% 129 5.1%

Other Services (excluding Public

Administration)

104 5.0% 88 3.7% 72 2.9%

Public Administration 13 0.6% 12 0.5% 11 0.4%

### QWI Indicators - Private Sector Jobs 2006 2004 2002

Count Share Count Share Count Share

Number of Employers 249 100.0% 232 100.0% 244 100.0%

Employment (Beginning-of-2nd quarter) 1,872 100.0% 2,072 100.0% 2,191 100.0%

Employment, Stable Jobs 1,654 100.0% 1,722 100.0% 1,893 100.0%

Separations, Stable Jobs 139 100.0% 124 100.0% 200 100.0%

New Hires, Stable Jobs 140 100.0% 287 100.0% 181 100.0%

Firm Job Gain 201 100.0% 192 100.0% 207 100.0%

Firm Job Loss 68 100.0% 189 100.0% 121 100.0%

Employment (reference quarter) 2,400 100.0% 2,629 100.0% 2,860 100.0%

Average Monthly Earnings, Stable Jobs 2,924 100.0% 2,891 100.0% 2,907 100.0%



**Average Monthly Earnings Separations from Stable Jobs**

1,031 100.0% 1,411 100.0% 1,209 100.0%

**Average Monthly Earnings, New Hires, Stable Jobs**

2,087 100.0% 2,979 100.0% 1,864 100.0%

*Quarterly Workforce Indicators (QWI) in OnTheMap are considered to be experimental. For the latest and most accurate QWI statistics, use the QWI Online*

*application at <http://lehd.did.census.gov>.*

*Job counts and average earnings measures that are subject to item suppression at the block-level do not contribute to estimates for the selected area in this report.*

*To the extent that the selected area in the QWI Report is affected by item suppression, job counts in the QWI Report will be lower than the corresponding job counts in the Shed Report.*

**Report Settings**

**Year(s):** 2006,2004,2002

**Job Type:** Primary Jobs

**Labor Market Segment:** All Workers

**Study Selection Layer:** No layer selected.

**Study Selection Features:** Only available for layer selections.

**Advanced Area Selection:** Ignored.

**Map Precision:** Blocks

**Selected Block Count:** 208

**Query ID:** 122815029327658

**Data Sources**

US Census Bureau, LED Origin-Destination Data Base (2nd Quarter 2002, 2003, 2004, 2005, and 2006)

*Employment Outlook*

The New Jersey Department of Labor and Workforce Development (NJDLWD) provides projections for civilian labor force by county in New Jersey. The latest projections are provided from 2012 to 2032. ([http://dol.state.nj.us/labor/dmograph/lfproj\\_ind](http://dol.state.nj.us/labor/dmograph/lfproj_ind) ) Middlesex County's employment is projected to grow from 433,500 in 2012 to 468,600 in 2032, which is an increase of 32,100 or about 74%. Projections for the county are provided to 2022 (440,500) and 2027 (448,500). A projection to 2025 can be interpolated from the 2022 and 2027 projects: 445,300 in 2025, which is an increase of 11,800 or about 27%. Old Bridge's primary employment in 2012 is estimated to be 8,500, which is about 2%. When holding Old Bridge's percentage of the county's employment and applying it to the 2025 county projection, Old Bridge is expected to increase its employment by about 250 to 8,750. In essence, jobs in Middlesex County are projected to grow significantly from 2012 to 2032, but job growth in Old Bridge is not expected to grow in large absolute numbers.

To illustrate the anticipated low job growth in absolute numbers building permits and certificates of occupancy issued by Old Bridge from 2009 to 2013 are examined. During that five-year period, building permits for 539,056 square feet of non-residential space (office, retail and institutional) were issued and certificates of occupancy for 129,385 square feet of the same type of non-residential space were issued. Less than one-quarter of the non-residential space issued as buildings permits materialized as certificates of occupancy.

## **II. ANALYSIS OF IMPACT OF EXISTING CONDITIONS ON AFFORDABLE HOUSING OPPORTUNITIES**

### **DETERMINATION OF PRESENT AND PROSPECTIVE FAIR SHARE**

Old Bridge Township shall rely on the court settled affordable housing obligation of 1,339 for the Gap Period and Prospective Need that extends from 1999 to 2025. Old Bridge's 1999 - 2025 Rehabilitation Share is determined to be 127 units as agreed upon in the settlement.

### **AVAILABILITY OF EXISTING AND PLANNED INFRASTRUCTURE**

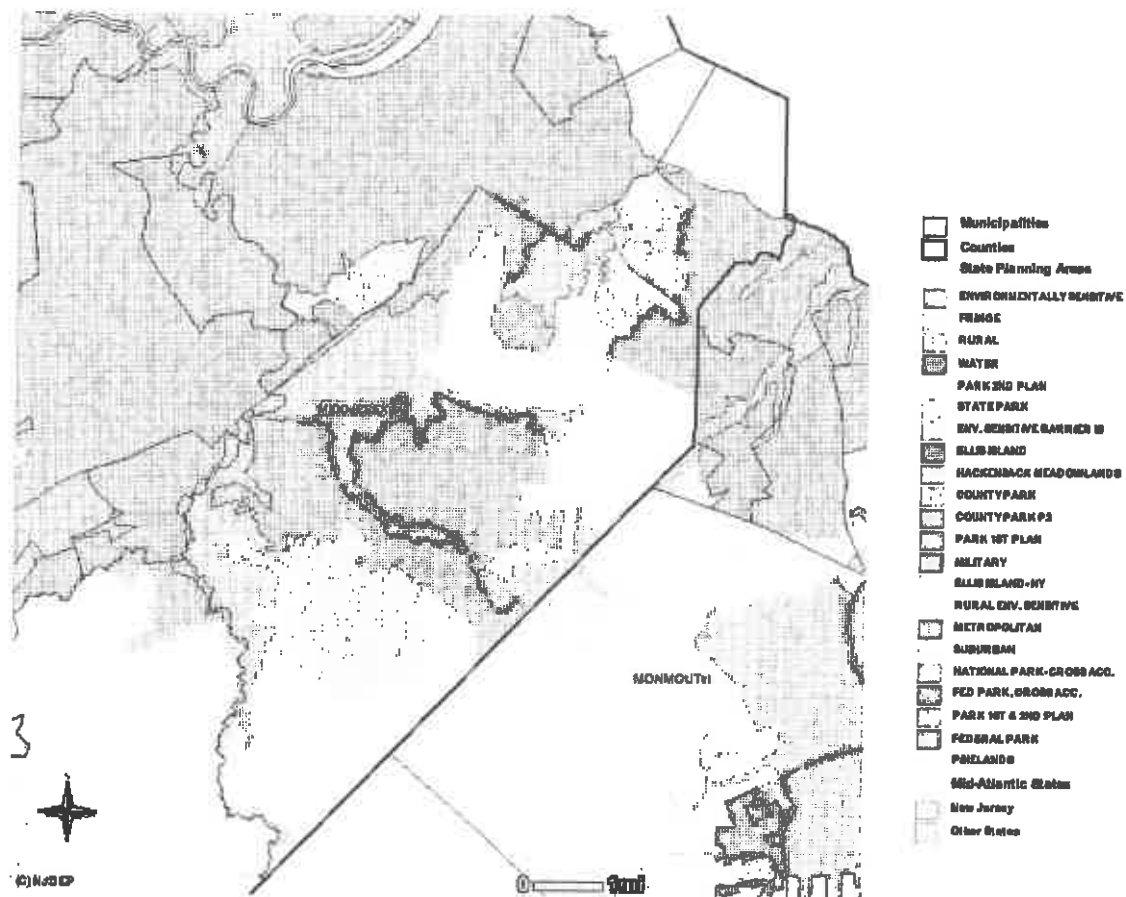
The majority of land in Old Bridge Township is located within Metropolitan Planning Area (PA1), Suburban Planning Area 2 (PA2) that are coincident with sewer service areas. Some areas of the Township are situated in Rural Planning Area 4 (PA4) that are coincident with a sewer service area; such PA4 portions of the Township should be changed to PA2 to reflect the suburban development and sewer and water utilities that exist in them. Old Bridge Township has an extensive sanitary sewer and water system. Sanitary sewage is collected and transported, by means of a sewerage system owned, operated and maintained by the Old Bridge Municipal Utilities Authority (OBMUA) to Middlesex County Sewerage Authority's regional treatment plant located in Sayreville, New Jersey. Treated effluent is then discharged into the Raritan Bay. Water service in Old Bridge Township is provided by OBTMUA.

All lands located within PA 1 and PA2 are intended to be served by public sanitary sewers and water; however, some of the areas will require extensions of such utilities as well as upgrades to accommodate future development. The PA4 area adjacent to PA2 in the vicinity of Route 9 and Texas Road is located in a sewer service area that is being prepared to receive a major sewer trunk line to serve approved and planned development.

Lands located outside sewer service areas are located in Rural Planning Area 4 (PA4) and Environmentally Sensitive Planning Area 5 (PA5) where individual septic systems and wells will serve future development. No affordable housing is planned in PA4 and 5. Other areas include State Park; these areas shall not receive affordable housing.

The following maps show the State Planning Areas for Old Bridge Township and sewer service areas (I-Map, New Jersey Department of Environmental Protection).

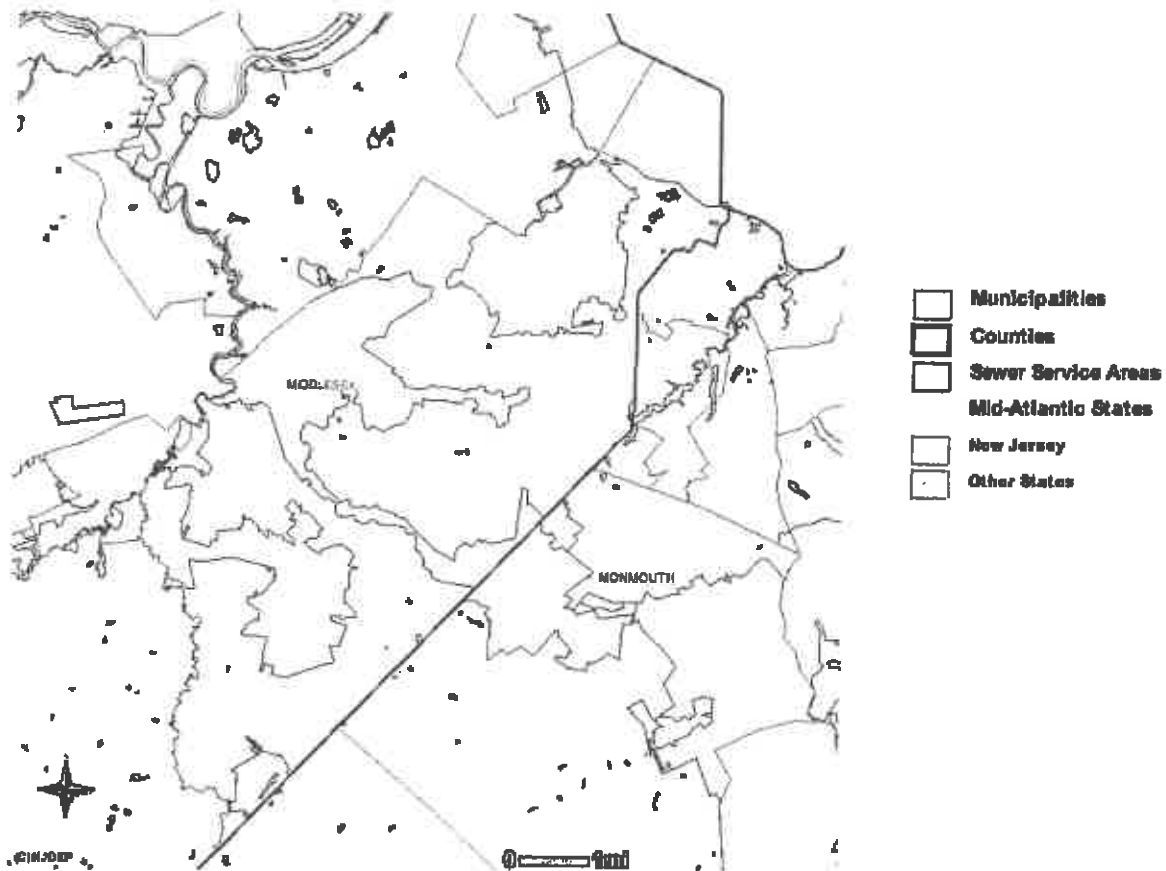
### Map Showing State Planning Areas for Old Bridge Township



Source:

[http://njgin.state.nj.us/OIT\\_GISTOOLS/mapstream?url=http://cedar20.sa.state.nj.us/gisimages/NJDEP\\_c...](http://njgin.state.nj.us/OIT_GISTOOLS/mapstream?url=http://cedar20.sa.state.nj.us/gisimages/NJDEP_c...) 12/9/2008

Map Showing Sewer Service Areas for Old Bridge Township



Source:

[http://njgin.state.nj.us/OIT\\_GISTOOLS/mapstream?url=http://cedar20.sa.state.nj.us/gisimages/NJDEP\\_c...](http://njgin.state.nj.us/OIT_GISTOOLS/mapstream?url=http://cedar20.sa.state.nj.us/gisimages/NJDEP_c...) 12/9/2008

## **ANTICIPATED DEMAND OF TYPES OF USES PERMITTED BY ZONING**

Old Bridge Township covers about 40.7 square miles in area that is a mix of suburban and rural landscapes. The Township provides a variety of zoning districts for different types of residential and non-residential development (see Land Development Regulations and Zoning Map submitted as separate documents).

Residential zoning districts range from rural 120,000-square foot lots (Low Density/Severe Environmental Constraints Residential Zone in the southern and southwestern portions of the municipality that lacks sanitary sewers and public water) to higher density developments (Planned Retirement Communities PRC, A-F Apartment-Family Residential Zone [14 dwelling units per acre] and A-R Apartment Retirement Residential Zone [14 dwelling units per acre]). It is important to note that Old Bridge Township has experienced significant development over the years with concentrations in the older sections of the municipality (Lawrence Harbor, Old Bridge, Browntown and others). Future residential development will occur as infill and in some of the areas where older general development plans were approved but not yet built). The zoning for the Township is adequate to meet the anticipated demand for residential development in the municipality.

Non-residential development zoning districts provide for commercial development (Neighborhood Commercial C-N, Community Commercial C-C, Marine Commercial C-M and Regional Commercial Shopping C-R), and office development (General Office O-G and Special Development SD). The Town Center Design TCD zone provides for a mix of residential and commercial development. Future demand for various types of non-residential development is anticipated to grow after the latest recession ended. Zoning in Old Bridge Township can accommodate future demand for non-residential development.

## **ANTICIPATED LAND USE PATTERNS**

Future land use patterns in Old Bridge Township are anticipated to reflect the Land Use Element of the Township's master plan (see Master Plan submitted as a separate document) and the zoning map (see Zoning Map submitted as a separate document). In general, more compact housing with neighborhood commercial development has formed in the northern portion in the area known as Lawrence Harbor that fronts along Raritan Bay and is bisected by Route 35, the central portion in the area known as Browntown that is served by Route 9, the southwestern portion next to East Brunswick and Spotswood known as Old Bridge that is served by Route 18. The southern and southwestern portions of the Township are anticipated to develop with lower density residential development because of the lack of sewers. Development and redevelopment for mostly commercial and office uses along the major highways (Routes 9, 18 and 35) and in proximity to the Garden State Parkway interchange in the northern portion are anticipated.

## **MUNICIPAL ECONOMIC DEVELOPMENT POLICIES**

Old Bridge Township has a diversified economic base that provides a variety of job opportunities. The Township maintains economic development policies that promote a balance of housing, housing types and non-residential development that have Old Bridge Township a unique, rich and rewarding place in which to live, encourage the provision of diverse types of

housing stock that is available and affordable to a wide range of persons and households and require development to be environmentally sensitive and aesthetically pleasing. With respect to housing Old Bridge Township encourages providing opportunities for children to purchase homes in the Township in which they were born and raised, members of the workforce to live and work in the Township, and residents to remain in the Township as they grow older. With such economic development policies in place, Old Bridge Township is positioned to experience economic growth of high quality that will transform the underutilized lands located along its major highways as well as additional infill development throughout the municipality.

## **CONSTRAINTS ON DEVELOPMENT**

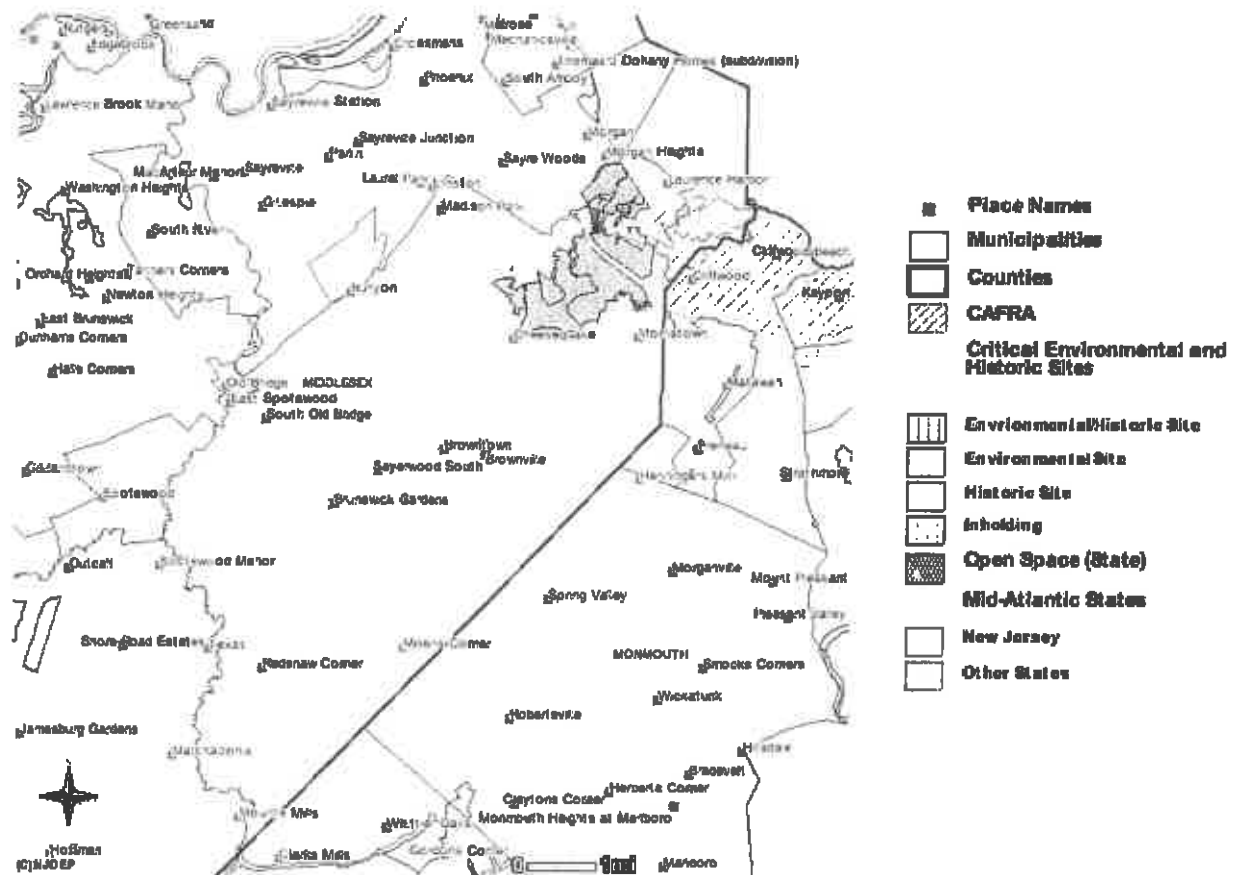
Old Bridge Township has a number of areas that are environmentally constrained and important in terms of conservation and preservation. Such areas include: wetlands, woodlands, watershed areas, aquifer recharge, wellhead areas, surface and sub-surface water resources, flood-prone areas and steep-slope areas. The Township's ordinances provide for protection and conservation of these environmentally sensitive areas and flexible zoning to avoid such areas while allowing for development, i.e., clustering.

Many streams and tributaries flow through Old Bridge. In the northern portion of the municipality, streams flow to the Raritan Bay; this area, which is in the Coastal Area Facilities Review Area (CAFRA), is strictly regulated in terms of development and redevelopment to protect the environment. Wetlands and 100-year flood plains associated with the streams exist throughout the municipality, particularly in the southern and southwestern portions. Wetlands are important for providing critical habitat for flora and fauna (see following map showing wetlands). The wetlands are important flood control areas and groundwater recharge areas. They constitute the majority of Old Bridge's open spaces.

Since the wetlands are an important environmental resource, they present major constraints on future development because of the federal, state and local environmental regulations that restrict and limit development in and near them.

Other constraints include the cost to extend sanitary sewers and water lines to sites within PA1 and 2 and sewer service areas. Such constraints are monetary, meaning that they add cost to projects.

# Map Showing CAFRA, Critical Environmental and Historic Sites, and Open Space (State) for Old Bridge Township

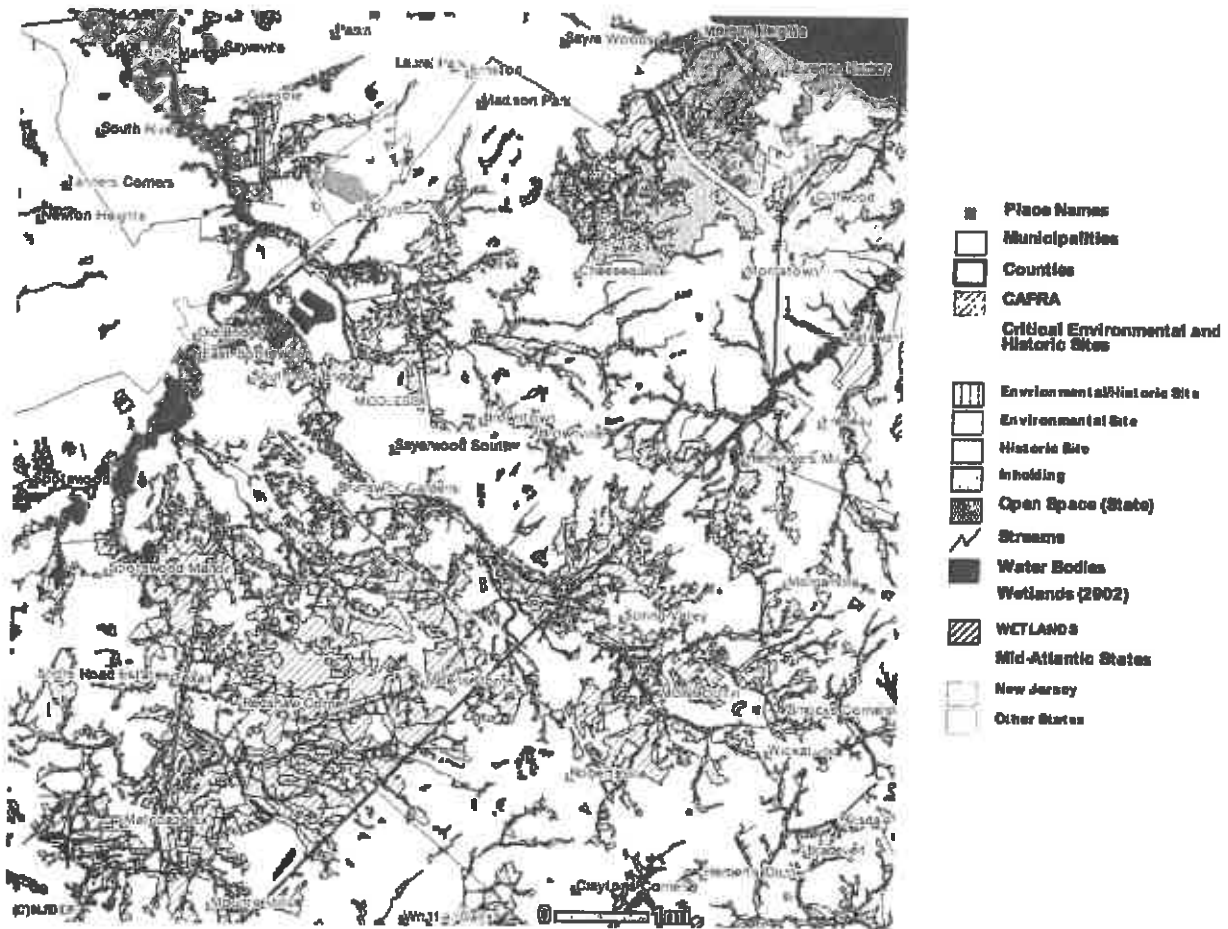


Source:

[http://njgin.state.nj.us/OIT\\_GISTOOLS/mapstream?url=http://gis10.sa.state.nj.us/gisimages/NJ\\_DEP\\_gis1...](http://njgin.state.nj.us/OIT_GISTOOLS/mapstream?url=http://gis10.sa.state.nj.us/gisimages/NJ_DEP_gis1...) 12/9/2008



Map Showing CAFRA, Critical Environmental and Historic Sites, Open Space (State), Streams, Water Bodies, and Wetlands for Old Bridge Township



Source:

[http://njgin.state.nj.us/OIT\\_GISTOOLS/mapstream?url=http://gis10.sa.state.nj.us/gisimages/NJ\\_DEP\\_gis1...](http://njgin.state.nj.us/OIT_GISTOOLS/mapstream?url=http://gis10.sa.state.nj.us/gisimages/NJ_DEP_gis1...) 12/9/2008

## **EXISTING OR PLANNED MEASURES TO ADDRESS THESE CONSTRAINTS**

The majority of the constraints for development in Old Bridge Township center on protecting and conserving the environment. Old Bridge Township's development policies focus on balancing development with protecting the environment. The Township welcomes innovative techniques and approaches for achieving this balance. Notwithstanding, the Township will not compromise the environment for the sake of development. To that end, the Township recognizes the fact that state and federal regulations will take precedence over many of the environmental issues facing development in the municipality.

With regard to cost constraints for extending sewer and water infrastructure to development, the Township regards these matters as costs for doing business in the municipality.

The proposed municipally sponsored/100% affordable projects will occur as infill in PA2 where sewer and water service is available and will avoid environmentally sensitive areas.

### **III. Compliance Plan**

The Fair Share Compliance Plan is the implementation plan for meeting Old Bridge Township's 1999 – 2025 affordable housing obligation. The Township's plan for meeting its anticipated affordable housing obligation is described in detail in the following sections.

#### **CONSIDERATION OF LANDS APPROPRIATE FOR AFFORDABLE HOUSING**

Much of Old Bridge Township has been developed over the years. Lands appropriate for affordable housing are situated in sewer service areas where infill type of development will occur. Utilities (sewer and water), infrastructure (roads) and other services (municipal and businesses) already exist within these areas of the Township thus creating an effective and efficient use of public and private investment made in these areas.

Old Bridge owns property in a sewer service area near major highways (Routes 9 and 18) and access to employment centers and jobs along the highways and in the region. Public bus transportation is available along Route 9. The Township plans to construct affordable housing on this property.

#### **AFFORDABLE HOUSING OBLIGATION**

##### 1999 – 2025 Gap Period and Prospective Need

As a result of extensive negotiations undertaken by Old Bridge Township with several intervenors, the Court in Middlesex County and its master, the agreed-upon obligation for the combined Gap Period (1999 - 2015) and Prospective Need (2015 - 2025) that must be addressed by this Compliance Plan is 1,396. The Fair Share Housing Center (FSHC) supplied the Court with its estimate of Old Bridge's 1999 – 2025 obligation: 2,142 which was in dispute. In accordance with the decision of the Court, the 1999 – 2025 obligation of 1,396 was determined by applying the 1,000-unit cap and adding 396 to address the Gap Period.

##### Rehabilitation Share

According to Appendix B of COAH's third-round rules, Old Bridge Township's rehabilitation share is 127 units.

##### Prior Round Obligation

Old Bridge Township's prior round obligation is 439.

#### **REHABILITATION PROGRAM**

Old Bridge Township has a long-standing, experienced and successful rehabilitation. Old Bridge Township has a rehabilitation share of 127.

Table 22 summarizes Old Bridge Township's program to address its rehabilitation share of 127 units, of which 24 have been addressed leaving a balance of 103. According to COAH's third-round rules, Old Bridge Township will expend at least \$10,000 per unit for hard costs on

average. The total rehabilitation cost is at least \$1,030,000.

Old Bridge Township's funding source is its affordable housing trust fund and Community Development Block Grant.

In the event of a shortfall of revenues for implementing the rehabilitation program, Old Bridge Township will bond to cover the shortfall. Old Bridge Township Council will adopt a resolution of intent to bond in the event of a shortfall of funds prior to COAH granting substantive certification (Appendix C).

A copy of the Township's Operating Manual for the Administration of Rehabilitating Units is provided in Appendix D.

| <b>Table 22: Rehabilitation Program<br/>2010-2025</b> |                  |
|---|------------------|
| <b>Year</b>   | <b>No. Units</b> |
| <b>2010 -2015 Completed</b>                           | <b>24</b>        |
| <b>2016</b>   | <b>10</b>        |
| <b>2017</b>   | <b>10</b>        |
| <b>2018</b>   | <b>10</b>        |
| <b>2019</b>   | <b>11</b>        |
| <b>2020</b>   | <b>10</b>        |
| <b>2021</b>   | <b>10</b>        |
| <b>2022</b>   | <b>11</b>        |
| <b>2023</b>   | <b>10</b>        |
| <b>2024</b>   | <b>10</b>        |
| <b>2025</b>   | <b>11</b>        |
| <b>Total</b>  | <b>127</b>       |

## **SATISFACTION OF PRIOR ROUND OBLIGATION**

Old Bridge Township's prior round obligation is 439 units. Old Bridge Township has satisfied its prior round obligation as indicated in Table 23. The result of Old Bridge's efforts in addressing its prior round obligation is a total of credits in the amount of 586 affordable units, which provides a surplus of 147 units (Prior Round 439 – Prior Round Compliance 586 =

Surplus 147).

Old Bridge's rental obligation is 110 units. Old Bridge provided 437 affordable rental units, which yielded 143 bonus credits (see Table 24). According to COAH's third-round rules, Old Bridge's ability to obtain rental bonuses for rental units and age-restricted rental units is limited: no rental bonuses for rental units in excess of prior round obligation (110), and no rental bonuses for age-restricted rental units in excess of 50% of the prior round obligation (55). Old Bridge's rental units (family and special needs rentals) exceeded the rental obligation and therefore will be limited for rental bonuses (110 rentals x 1.00 = 110 bonus credits). Its age-restricted rental bonus is limited to credits in the amount of 55 age-restricted rental units. Since it produced 100 age-restricted, the Township will receive bonus credits in the amount of 33 (100 rentals x 0.33 = 33 bonus credits), which is less than 55 and therefore not limiting.

Old Bridge Township's limit for age-restricted units for all affordable housing is 110 units, which is 25% of the prior round obligation (439 x 0.25 = 110). The total number of age-restricted units provided for the prior round is 100, which is less than the limit.

All documentation of the foregoing prior round compliance activities are contained in the Township's CMT electronic reporting to COAH.

**Table 23: Prior Round Compliance**

| Project/Program Name                      | Units      | Rental Bonus | Total Credits |
|---|------------|--------------|---------------|
| Woodhaven Inclusionary Development        | 75 (FR)    | 11           | 86            |
| Oaks Development Inclusionary Development | 138 (FR)   | --           | 138           |
| Oakwoode Inclusionary Development         | 38 (FR)    | 38           | 76            |
| Yardley Inclusionary Development          | 6          | --           | 6             |
| Maher Manor Municipally Sponsored         | 100 (ARR)  | 33           | 133           |
| Chuck Costello Municipally Sponsored      | 61 (FR)    | 61           | 122           |
| Archdiocese of Middlesex Co. Group Home   | 4 (SNR)    | --           | 4             |
| Cerebral Palsy Association Group Home     | 4 (SNR)    | --           | 4             |
| Development of Disable Group Home         | 4 (SNR)    | --           | 4             |
| Rest Care of NJ Group Home                | 5 (SNR)    | --           | 5             |
| Catholic Charities Group Home             | 8 (SNR)    | --           | 8             |
| <b>Total</b>                              | <b>443</b> | <b>143</b>   | <b>586</b>    |

|        |       |                       |                  |
|--------|-------|-----------------------|------------------|
| Notes: | FR =  | Family Rental         | 312 units        |
|        | ARR = | Age-Restricted Rental | 100 units        |
|        | SNR = | Special Needs Rental  | <u>25 units</u>  |
|        |       | <b>Total Rentals</b>  | <b>437 units</b> |

**Table 24: Prior Round Rental Bonuses**

| Project   | Rental Units | Subject to 2:1 Bonus | Subject to Age-Rest. 1.33:1 Bonus | Total Bonus Credits |
|---|--------------|----------------------|-----------------------------------|---------------------|
| Chuck Costello Municipally Sponsored (built)      | 61           | 61                   | --                                | 61                  |
| Maher Manor Municipally Sponsored (built)         | 100          | --                   | 33                                | 33                  |
| Oakwoode Inclusionary Development (built)         | 38           | 38                   | --                                | 38                  |
| Woodhaven Inclusionary Development (GDP approval) | 75           | 11                   | --                                | 11                  |
| <b>Total</b>                                      | <b>**</b>    | <b>110</b>           | <b>33</b>                         | <b>143</b>          |

Since Old Bridge was aggressive in accomplishing the development of affordable housing during the prior round, the surplus of credits come into play. Through negotiations with Fair Share Housing Center, it was agreed that additional credits would apply toward Old Bridge's 1999 – 2025 affordable housing obligation. See Appendix E for a summary Prior Round Compliance that contains surplus credits that are to be applied to the 1999 – 2025 obligation.

## SATISFACTION OF 1999 – 2025 OBLIGATION

As indicated above Old Bridge Township's 1999 - 2025 obligation is 1,396 affordable units. The various affordable housing requirements are:

|  |             |
|--|-------------|
| 1999 – 2025 Obligation                                       | 1,396 units |
| Low Income Requirement (50% of Obligation)                   | 698 units   |
| Rental Obligation (25% of Obligation)                        | 349 units   |
| Family Rental Requirement (50% of Rental Obligation)         | 175 units   |
| Very Low Income Requirement (13% of Obligation) <sup>8</sup> | 182 units   |
| Age-Restricted Unit Limitation (25% of Obligation)           | 349 units   |

<sup>8</sup> Requirement of A-500 that was promulgated into law in 2008.

Tables 25 and 26 summarize Old Bridge Township's proposed approach for addressing the foregoing affordable housing requirements.

| <b>Table 25: Obligation Requirements vs. Proposal</b> |          |                  |
|---|----------|------------------|
| Description   | Required | Proposed         |
| 1999 – 2025 Obligation                                | 1,396    | 1,396            |
| Low Income Requirement                                | 698      | 698              |
| Rental Obligation                                     | 349      | 676              |
| Family Rental Requirement                             | 175      | 545              |
| Very Low Income Requirement                           | 182      | 184 <sup>9</sup> |
| Age-Restricted Unit Limitation                        | 349      | 349              |

| <b>Table 26: Obligation Compliance – 1,396 Affordable Units</b> |                   |                     |                             |              |               |                            |
|---|-------------------|---------------------|-----------------------------|--------------|---------------|----------------------------|
| Mechanism   | Affd. Fam. Rental | Affd. Fam. For Sale | Affd. Age-Restricted Rental | Rental Bonus | Total Credits | Affd. Very Low Inc. Rental |
| Municipally Sponsored, 100% Affordable Housing RPM              | 72                | --                  | --                          | 72           | 144           | 9                          |
| Habitat for Humanity  | --                | 12                  | --                          | --           | 12            | 0                          |
| Foxboro Inclusionary Dev.                                       | 30                | --                  | --                          | 30           | 60            | 4                          |
| Avalon Bay Inclusionary Dev.                                    | 38                | --                  | --                          | 38           | 76            | 7                          |
| Alfieri Inclusionary Develop.                                   | 106               | --                  | --                          | 40           | 146           | 14                         |
| Northwoods Inclusionary Dev                                     | --                | 6                   | --                          | --           | 6             | --                         |
| Brunetti Inclusionary Dev.                                      | 299               | --                  | 131                         | 78           | 508           | 56                         |
| Prior Round Surplus   | 135               | --                  | 218                         | 91           | 444           | 94                         |
| <b>Total</b>  | <b>680</b>        | <b>18</b>           | <b>349</b>                  | <b>349</b>   | <b>1,396</b>  | <b>184</b>                 |

<sup>9</sup> Includes credits for prior round credits. Very-low income rentals to be built to total affordable rentals to be built is 13.3% because Avalon Bay will provide 18% thereby exceeding the requirement by 2.

Appendix F contains the Summary of Plan for Total 1999 – 2025 Fair Share Obligation, and Appendix G contains a map showing the affordable housing sites. An evaluation of these sites for suitability for affordable housing production including maps is provided in Appendix H. Proposed zoning changes to permit inclusionary housing as identified in Table 26 are provided in Appendices I (zoning map) through M (draft ordinances). The court settlement agreement, which is the basis for the proposed zoning, is provided in Appendix N. Brief descriptions of the sites and their affordable housing mechanisms as identified in Table 26 are provided below.

Municipally Sponsored, 100% Affordable Housing for Families and/or Disabled Veterans (RPM Site)

Old Bridge Township will sponsor a 100% affordable rental housing development that will yield 72 units of which 9 units will be for very-low income households. The property, which Old Bridge Township owned and transferred to the Housing Authority, is Lot 79.11 in Block 20000 and contains about 27 acres of which about 8.2 acres have been delineated as wetlands. It has direct access from Marlboro Road, which intersects Route 18 and Texas Road, county highway Route 520. Sewer and water are available to the site. Old Bridge Township has designated RPM Development Group to develop the 100% affordable housing project.

Municipally Sponsored, 100% Affordable For-Sale Housing Site (Habitat for Humanity):

Old Bridge Township is in the process of conveying the land to Habitat for Humanity to create 12 new affordable family for-sale townhouse units on a former school site known as Block 39, Lots 128 and 140. The site is located in the Laurence Harbor section of Old Bridge Township and is bounded by Laurence Parkway, Woodland Avenue and Hilltop Avenue.

Northwood Manor Inclusionary Housing Development Site:

Northwood Manor has approvals from the Old Bridge Township Zoning Board of Adjustment to create 6 new affordable family for-sale units along with 24 market-rate for-sale units. The site, which is identified as Block 8005, Lot 4, contains about 55.5 acres of which about 4.5 acres is non-wetlands that will support the new housing. The inclusionary housing development approval is the result of a Sarlo Act conversion from age-restricted housing.

New Inclusionary Housing Zone 2 to be created for Foxborough Intervenor Inclusionary Development Site:

A new zone must be created to permit an inclusionary development on Block 16000, Lot 1, which contains 6.7 acres along Amboy Avenue. The inclusionary development will consist of 150 multi-family apartments of which 120 will be market-rate units and 30 will be affordable family rentals (20% set aside). The gross density will be about 22.4 dwelling units per acre. See Appendix J for new zone Inclusionary Housing Zone 2.

New Inclusionary Housing Zone 1 to be created for Avalon Bay Inclusionary Development Site:

A new zone must be created to permit an inclusionary development on Block 17000, Lots 5, 6.11



and 28.112, which contain 96 acres along Amboy Avenue. A portion of the site is occupied by a hospital facility, which will be placed in a new Hospital Zone that is separate from the inclusionary development. The inclusionary development will consist of 252 multi-family apartments of which 214 will be market-rate units and 38 will be affordable family rentals (15% set aside). Fifteen percent (15%) of the affordable units will be very low-income affordable units. The gross density for the inclusionary development will be about 2.8 dwelling units per acre. See Appendix K for new Inclusionary Housing Zone 1 and new Hospital Zone.

New Mixed Use-Inclusionary Housing Zone to be created for Alfieri Inclusionary Development Site:

A new zone must be created to permit an inclusionary development with a mix of commercial and office uses on Block 2150, Lots 4.11 and 5.12 and Block 2000, Lots 5 and 9, which contain about 94 acres along Matawan Road. The inclusionary development will consist of 529 multi-family apartments of which 423 will be market-rate units and 106 will be affordable family rentals (20% set aside). Fifteen percent (15%) of the affordable units will be very low-income affordable units. The gross density will be about 5.6 dwelling units per acre. See Appendix L for new Mixed Use-Inclusionary Housing Zone.

New Route 9 Mixed Use-Inclusionary Housing Center Zone to be created for Brunetti Inclusionary Development Site:

A new zone must be created to permit an inclusionary development with a mix of commercial, office and light industrial uses on Block 5001, Lot 12.12, Block 5002, Lot 14, Block 6302, Lot 9 and Block 6303, Lot 6, which consist of about 342 acres along Route 9 southbound. The inclusionary development will consist of 2,148 dwelling units of which 1,718 will be market-rate units and 430 will be affordable rental units (20% set aside). Of the 430 affordable units 299 will be affordable family rentals and 131 affordable age-restricted rentals. Fifteen percent (15%) of the affordable units will be very low-income affordable units. See Appendix M for new route 9 Mixed Use-Inclusionary Housing Center Zone.

Controls for Affordability

All inclusionary developments will have 50-year restrictions.

## IV. Summary of 1987-2025 Fair Share Obligation Compliance

Old Bridge Township's 1987-2025 affordable housing obligation is shown in Table 28.

| <b>Table 28:1987-2025 Fair Share Obligation Compliance</b> |           |           |
|--|-----------|-----------|
| Obligation, Satisfaction, Surplus/Deficit                  | No. Units | No. Units |
| Prior Round Obligation                                     | 439       |           |
| Prior Round Obligation Satisfaction                        | 883       |           |
| Prior Round Surplus/Deficit                                |           | +444      |
| Third Round Rehabilitation Share                           | 127       |           |
| Third Round Rehabilitation Satisfaction                    | 127       |           |
| Third Round Rehabilitation Surplus/Deficit                 |           | 0         |
| 1999 – 2025 Obligation                                     | 1,396     |           |
| 1999 - 2025 Satisfaction                                   | 952       |           |
| 1999 – 2025 Surplus/Deficit                                |           | -444      |
| 1987-2025 Obligation Surplus/Deficit                       |           | 0         |

## **APPENDICES**

**APPENDIX A**  
**DRAFT PLANNING BOARD RESOLUTION**

**DRAFT**  
**TOWNSHIP OF OLD BRIDGE PLANNING BOARD**

**RESOLUTION**

**ADOPTION OF HOUSING ELEMENT AND FAIR SHARE PLAN  
OF THE OLD BRIDGE TOWNSHIP MASTER PLAN**

WHEREAS, on or about XXXXX XX, 201X the Old Bridge Township Planning Board adopted the Master Plan prepared by Mark A. Remsa, P.P. for the comprehensive development of the Township of Old Bridge and in compliance with the requirements of the Municipal Land Use Law NJSA 40:55D-28; and

WHEREAS, at the time of adoption of said Master Plan, it was noted that the Master Plan must be subject to constant review and updating in light of changing needs, and further that the Planning Board should review each year the concepts and ideals as related to development that have actually occurred during the year; and

WHEREAS, Mark A. Remsa, P.P., Planning Consultant to the Old Bridge Township Planning Board prepared the Old Bridge Township Housing Element and Fair Share Plan to provide its fair share of affordable housing to low and moderate income persons within Old Bridge Township, consistent with constitutional requirements of the Mount Laurel Doctrine; and

WHEREAS, the Old Bridge Township Planning Board finds that Board Planner Remsa has prepared a Fair Share Plan in which Old Bridge has actually met its entire Prior Round obligation and significant portions of its 1999-2025 obligation, and has identified specific sites and mechanisms for the remainder of its 1999-2025 obligation that present a realistic opportunity for the development of housing affordable to lower-income households, including families, people with special needs, very-low-income households including very-low-income families, and seniors; and

WHEREAS, the Old Bridge Township Planning Board has thoroughly reviewed the 1999-2025 Housing Element and Fair Share Plan dated July 2016 prepared by Mark Remsa, P.P, L.L.A, A.I.C.P, A.S.L.A, and wishes to adopt same as an element of the Old Bridge Township Master Plan; and

WHEREAS, the Old Bridge Township Planning Board in consultation with its legal counsel and planning consultant has reviewed the above referenced plan and believes that said Housing Element and Fair Share Plan is in the best interest of the Township of Old Bridge and consistent with the goal of meeting its constitutional obligation to provide its fair share of affordable housing for low and moderate income persons for the period 1999-2015; and

WHEREAS, Public Notice, by publication in the official newspaper of Old Bridge Township and notice to the County Planning Board has been given pursuant to NJSA 40:55D-13, and in compliance thereof.

NOW THEREFORE BE IT RESOLVED by the Old Bridge Township Planning Board that, based upon the presentation of Board Planner Mark A. Remsa and a thorough review of the plan, the 1999-2025 Housing Element and Fair Share Plan dated June 2016, which is attached hereto and incorporated herein by reference is hereby adopted as an element of the Old Bridge Township Master Plan; and

BE IT FURTHER RESOLVED by the Old Bridge Township Planning Board that the 1999-2025 Housing Element and Fair Share Plan be forward forthwith to the Township Council for its consideration whether to endorse this 1999-2025 Housing Element and Fair Share Plan in accordance with the Settlement Agreement entered into **In the Matter of the Application of the Township of Old Bridge for Substantive Certification of its Obligations Under the Fair Housing Act, Docket No. MID-L-3XXX-15;** and

BE IT FURTHER RESOLVED that the Old Bridge Township Master Plan Map be revised to reflect the above referenced adoption of the 1999-2025 Housing Element and Fair Share Plan.

BE IT FURTHER RESOLVED that this Resolution be delivered to the Mayor, Township Clerk, Old Bridge Township Affordable Housing Board and the Old Bridge Township Council forthwith.

I hereby certify that the foregoing is a true copy of the Resolution adopted by the Old Bridge Township Planning Board on June 23, 2016, and memorialized on said date.

---

Dawn Borbely  
Board Secretary

**APPENDIX B**

**DRAFT RESOLUTION OF THE COUNCIL APPROVING THE HOUSING  
ELEMENT AND FAIR SHARE PLAN OF THE OLD BRIDGE TOWNSHIP  
MASTER PLAN**

***DRAFT***  
**RESOLUTION NO.**

**RESOLUTION OF THE OLD BRIDGE TOWNSHIP COUNCIL  
APPROVING THE HOUSING ELEMENT AND FAIR SHARE  
PLAN OF THE OLD BRIDGE TOWNSHIP MASTER PLAN**

**WHEREAS**, on or about August XX, 2016, the Old Bridge Township Planning Board adopted the Master Plan prepared by Mark Remsa, P.P. for the comprehensive development of the Township of Old Bridge and in compliance with the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-28, and approved by the Township Council on \_\_\_\_\_ and

**WHEREAS**, the Old Bridge Township Planning Board, after thorough review of the 1999-2025 Housing Element and Fair Share Plan dated July 2016 prepared by Mark Remsa, P.P., L.L.A., A.I.C.P. A.S.L.A., wishes to adopt it as an element of the Old Bridge Township Master Plan; and

**WHEREAS**, the Old Bridge Township Council, in consultation with its legal counsel and planning consultant has reviewed the above-referenced plan and believes that said



Housing Element and Fair Share Plan is in the best interest of the Township of Old Bridge and consistent with the goal of meeting its constitutional obligation to provide its fair share of affordable housing for low and moderate income persons;

**NOW, THEREFORE BE IT RESOLVED** by the Old Bridge Township Council that, based upon the presentation of Board Planner Mark A. Remsa, the recommendation of the Planning Board and a thorough review of the plan, the 1999-2025 Housing Element and Fair Share Plan dated July 2016, which is attached hereto and incorporated herein by reference, is hereby approved as an element of the Old Bridge Township Master Plan; and

**BE IT FURTHER RESOLVED** that the Old Bridge Township Master Plan Map be revised to reflect the above adoption of the 1999-2025 Housing Element and Fair Share Plan.

**SO RESOLVED**, as aforesaid.

---

Brian J. Cahill, Council President

CERTIFICATION

I hereby certify the foregoing Resolution to be a true and exact copy of a  
Resolution adopted by the Old Bridge Township Council at its meeting held on  
, 2016.

---

**Stella Ward, RMC, Township Clerk**

**APPENDIX C**

**DRAFT COUNCIL RESOLUTION OF INTENT TO BOND IN THE EVENT  
OF A SHORTFALL OF FUNDS FOR REHABILITATION PROGRAM**

***DRAFT***  
**OLD BRIDGE TOWNSHIP, MIDDLESEX COUNTY**

**RESOLUTION NO.**

**RESOLUTION OF THE OLD BRIDGE TOWNSHIP COUNCIL  
INDICATING ITS INTENT TO COMMIT TO FUND  
THE REMAINING 103-UNIT 1999 – 2025  
AFFORDABLE HOUSING REHABILITATION OBLIGATION  
IF OTHER FUNDS ARE NOT AVAILABLE**

---

**WHEREAS**, the Township of Old Bridge, in the County of Middlesex, State of New Jersey, has filed a declaratory judgment action in the Superior Court seeking substantive certification of its Municipal Housing and Fair Share Plan; and

**WHEREAS**, the Superior Court has determined that to obtain such certification the municipality must provide a Resolution of Intent to commit to fund the remaining 103 unit Affordable Housing Rehabilitation Obligation if other funds are not available; and

**WHEREAS**, the Township of Old Bridge anticipates that funding will come from the following source(s) to satisfy said obligation:

**AFFORDABLE HOUSING TRUST FUND OF THE TOWNSHIP OF OLD BRIDGE  
IN THE AMOUNT OF \$1,030,000.00; and**

**WHEREAS**, in the event that the above funding source proves to be inadequate to meet the Township of Old Bridge's funding obligation, the Township shall provide sufficient funding to make up any shortfall;

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

**BE IT FURTHER RESOLVED** that any said shortfall shall be funded by bonding or any other financial vehicle which the Township Council deems reasonable and appropriate to meet said need; and

**SO RESOLVED**, as aforesaid.

---

Brian J. Cahill, Council President

**CERTIFICATION**

I hereby certify the foregoing Resolution to be a true and exact copy of a Resolution adopted by the Old Bridge Township Council at its meeting held on \_\_\_\_\_, 2016.

---

Stella Ward, RMC, Township Clerk

**APPENDIX D**  
**OLD BRIDGE TOWNSHIP OPERATING MANUAL FOR**  
**ADMINISTRATION OF REHABILITATION UNITS**

# Home Improvement Program

## Policies and Procedures Manual

*Township of Old Bridge*  
*New Jersey*

**July 28 2016**

**Prepared by:**



**CGPH**

Community Grants, Planning & Housing

*Good People. Great Results.™*

101 Interchange Plaza, Suite 301

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609/664-2769 [www.cgph.net](http://www.cgph.net)

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## **Home Improvement Program Policies & Procedures Manual**

### **I. INTRODUCTION**

The purpose of this document is to establish policies, guidelines and procedures which will govern the Home Improvement Program (HIP). The HIP was created by the Township to assist properties occupied by low and moderate income households to correct all existing interior and exterior health, safety and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6. The HIP is guided by N.J.A.C. 5:97-6.2 and is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs (DCA) and the Township of Old Bridge. The Township of Old Bridge has contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP. It is anticipated that initially the program's funding source will be municipal housing trust funds. If and when the funding source changes, the manual will be updated to reflect the change as well as changes to regulation requirements, if any.

### **A. FAIR HOUSING AND EQUAL HOUSING OPPORTUNITES**

It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.



For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.

### **II. ELIGIBLE PARTICIPANTS**

#### **A. PROGRAM AREA**

The HIP is a Township wide program currently aimed at scattered site housing rehabilitation of housing occupied by low and moderate income households throughout the Township of Old Bridge.

#### **B. CATEGORIES OF PARTICIPANTS**

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that 1) it is their primary residency, 2) the occupants of the units are determined to be low- or moderate-income households, 3) the units are determined to be substandard and 4) the homeowner has not received prior housing rehabilitation assistance from the Township for this property. Owners of rental properties do not have to be low- or moderate-income households. If a structure contains two or more units and an owner, who is not income eligible, occupies one of the unit funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

**C. INCOME LIMITS**

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household income must fall within the State's low and moderate income limits based on family size as follows.

**Table 1: 2016 Regional Income Limits (updated annually)**

| Household Size | Low Income Limit | Moderate Income Limit |
|----------------|------------------|-----------------------|
| 1              | \$36,750         | \$58,800              |
| 2              | \$42,000         | \$67,200              |
| 3              | \$47,250         | \$75,600              |
| 4              | \$52,500         | \$84,000              |
| 5              | \$56,700         | \$90,720              |
| 6              | \$60,900         | \$97,440              |
| 7              | \$65,100         | \$104,160             |
| 8              | \$69,300         | \$110,880             |

These income guidelines are based on median income figures determined by the New Jersey Department of Community Affairs Income Limits for Region 3 which includes Middlesex County. The Program Administrator will ensure that this chart is updated whenever adjustments to these income figures become available.

**D. APPLICATION SELECTION**

The program will process new applicants added to the waiting list/applicant pool on a first-come, first served basis, to qualified applicants. The goal is to have a minimum of 50% of the properties assisted comprising of low income households. The HIP will establish the waiting list from the potential applicants forwarded to HIP directly from the Township's Municipal Housing Liaison and from the program marketing efforts identified in Section IX of this manual.

**1. Emergency Processing Order**

For emergency work requests, the HIP will first get confirmation from the Township, as to whether the emergency work should be assisted via available CDBG funds instead. The same as the Township's CDBG Program, "Conditions resulting from long term deferred maintenance are not categorically classified as an emergency."

For the HIP, properties with safety and/or health hazards, confirmed/certified as an emergency by the municipal Construction Official or Health Department, can by-pass the first-come, first served process however they must meet all the other program requirements including bringing the unit up to code.

The Program Administrator shall determine that an emergency situation exists based on the following:

- A. The repair problem is an immediate and serious threat to the health and safety of the building's residents
- B. The problem has been inspected and the threat verified by the appropriate local building inspector and/or health official

Please note that the loan agreement will state that if the homeowner takes the emergency funds to abate the safety/health hazards and then subsequently decides to voluntarily remove themselves

from participation in the Township's rehabilitation program to complete the non-emergency substandard code violation components of their project, essentially negating any opportunity for the municipality to gain credit for a fully rehabilitated home for this unit, those public funds used for the emergency may be immediately due and payable back to the Township.

### **III. ELIGIBLE ACTIVITIES**

#### **A. Eligible Improvements**

The purpose of the program is to bring substandard housing up to code. In order to qualify for participation in the program, the condition of each home must be certifiable as being "substandard" as defined in N.J.A.C. 5:97-1.4.

In other words, at least one of the following major systems must be in need of replacement or substantial repair:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Interior trim work,
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair

- Wall surface repair
- Painting
- Exterior rain carrying system repair

### **B. Ineligible Improvements**

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), carpets, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. The cost of removing any illegally converted living space (e.g., illegal bedrooms in the basement) are not eligible for assistance.

Rehabilitation work performed by property owners shall not be funded under this program.

### **C. Rehabilitation Standards**

Funds are to be used for work and repairs required to make the unit standard and abate all interior and exterior violations of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6, (of which the more restrictive requirements will apply), and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

Municipal rehabilitation investment for hard costs shall average at least \$10,000 per unit, and include the rehabilitation of at least one major system, as previously defined under eligible improvements.

### **D. Certifications of Substandard/Standard**

The Program Building Inspector will inspect the property to determine which systems, if any, are substandard in accordance with sub-section A above and issue a Certification of Substandard. Upon program construction completion, all code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a municipal certificate of completion/approval.

#### IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS

Funding will be provided on the following terms:

##### A. Terms and Conditions for Owner Occupied Units

**Table 2 Owner-Occupied Single Family Home Terms & Conditions**

| Type of Dwelling Unit        | Terms and Conditions of Loan  |  |  |
|------------------------------|---|--|--|
| Owner-Occupied Single Family | Minimum Loan Amount   | \$5,000  |  |
|                              | Maximum Loan Amount   | \$20,000   |  |
|                              | Interest Rate   | 0%   |  |
|                              |   | No monthly payment.  |  |
|                              | Payment Terms:  | 100% deferred loan until property sale and/or title/occupancy changes. |  |
|                              | Original Principal is due when house is sold and/or title/occupancy changes except for <i>Exceptions to Loan Repayment Terms</i> section below. |  |  |
|                              | Mechanism for Securing Loan   | for Mortgage and Mortgage Note recorded against property               |  |

If the owner decides to sell the property, transfer title, or if the owner should die, the owner, heirs, executors or legal representatives must repay the loan according to the schedule above upon a title change of which 100% of the original loan will be due. Rental of house is allowable under certain conditions subject to approval by the Administrative Agent.

Exceptions to Loan Repayment Terms above during the lien period:

1. If legal domestic partners or immediate blood relatives who live within the assisted household transfer title of ownership and program lien from one to the other, recapture of program funds are not required until transfer/sale occurs outside the household immediate blood relatives or legal domestic partners.
2. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the balance of the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary, or
3. If the house is sold at an affordable price pursuant to N.J.A.C. 5:97-9.3 to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien for the remaining duration of the lien period, or
4. If the house is sold at an affordable price pursuant to N.J.A.C. 5:97-9.3 to an investor who assumes the lien and also signs a deed restriction for the remaining

duration of the lien period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the Township's Administrative Agent will be responsible for monitoring compliance over that unit.

## B. Terms and Conditions on Owner-Occupied Multi-Family Properties including Tenant Units

Table 3 Owner-Occupied Multi-Family Home Terms & Conditions

| Type of Dwelling Unit  | Terms and Conditions of Loan |  |  |
|--|------------------------------|--|--|
| <b>Owner- Occupied Multi-Family including Tenant Unit(s)</b> | Minimum Loan Amount          | \$5,000 per unit   |  |
|  | Maximum Loan Amount          | \$16,000 per unit  |  |
|  | Interest Rate                | 0%   |  |
|  | Payment Terms                | No monthly payment<br>100% deferred loan until property sale and/or title/occupancy changes. Original Principal is due immediately if not in compliance during the DCA 10-year affordability controls. Rental restrictions transfer with property. See Restrictions below. |  |
|  | Mechanism for Securing Loan  | Mortgage, Mortgage Note and Deed Restriction recorded on property  |  |

Each assisted unit(s) must be occupied by, and affordable to a household(s) that is(are) certified as low or moderate income as per DCA Low and Moderate Income Limits.

The owner will execute a Mortgage, Mortgage Note, and Deed Restriction, the latter which guarantees the continued availability of the rental unit to low or moderate income households for the terms of the ten-year lien affordability period. The affordability terms for the rental units do not expire even in the event that the owner sells the property, transfers title to the property, or dies within the ten-year program lien period.

Moreover, if Program funds were expended on the owner occupied unit, and the homeowner sells, transfers title, dies or is not in compliance during the ten-year lien period, unless ownership is transferred to another low or moderate income homeowner, any Program funds expended on work done on the owner's individual unit along with a pro-rata portion of the shared improvements must be fully repaid to the Township.

Additionally, for multi-family rental units in owner-occupied buildings:

For tenant units, the maximum permitted rent is pursuant to N.J.A.C. 5:97-9 and UHAC.

If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate- income household at an affordable rental price and will be

affirmatively marketed in accordance with the Township of Old Bridge's Affordable Housing Affirmative Marketing Plan. Rents in rehabilitated rental units may increase annually based on the standards in N.J.A.C. 5:97-9. The Township's Administrative Agent will ensure that all appropriate affirmative marketing and all other affordable housing compliance procedures are followed and will continually oversee compliance for these affordable rental units throughout their restrictive term.

### C. Terms and Conditions on Investor-Owned Multi-Family Rental Units

Table 4 Investor-Owned Terms & Conditions

| Type of Dwelling Unit       | Terms and Conditions of Loan |  |
|-----------------------------|------------------------------|--|
| Investor-Owned Multi-family | Minimum Loan Amount          | \$5,000 per unit   |
|                             | Maximum Loan Amount          | \$16,000 per rental unit   |
|                             | Interest Rate                | 0%   |
|                             | Payment Terms                | No monthly payment<br>Owner pays 20% of rehab cost at construction agreement signing. 80% balance is due at time of sale/title transfer. Rental restrictions remain with property for a ten-year affordability period. See restrictions below. |
|                             | Mechanism for Securing Loan  | Mortgage, Mortgage Note and Deed Restriction recorded against property   |

A lien against the property will be recorded in a Mortgage, Mortgage Note and Deed Restriction. The property owner agrees to rental affordability controls for a ten-year affordability period. Additionally, the following conditions apply:

The assisted housing unit(s) is occupied by and affordable to a household that is certified as a low or moderate income household as per DCA Low and Moderate Income Limits. The maximum permitted rent is pursuant to N.J.A.C. 5:97-9 and UHAC.

If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate- income household at an affordable price and will be affirmatively marketed in accordance with the Township of Old Bridge Affordable Housing Affirmative Marketing Plan by the Townships' current Administrative Agent at the rates and terms defined within that Agreement. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

The owner will execute a Mortgage, Mortgage Note and Deed Restriction which guarantees the continued availability of the unit to low or moderate income households for the terms of the ten-year affordability period.

The affordability terms do not expire even in the event that the owner sells the property, transfers title to the property, dies, or rents to other than low or moderate income renters, before the terms of the 10-year affordability period expire.



## **D. Special Needs Waivers**

In cases of severe need:

- The Program will get confirmation of whether or not the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as available Community Development Block Grant (CDBG) funding, U.S.D.A. Rural Development (portions of Old Bridge eligible) and/or the Low Income Home Energy Assistance Program (LIHEAP).
- The Program reserves the right to make an exception and allow the expenditure of up to an additional \$5,000 per unit to address code violations. The Township will consider other situations for special needs waivers. Individual files will be reviewed on a case-by-case basis. Upon Program and Township approval, a Special Needs Funding Limit Waiver may be issued.

## **E. Use of Recaptured Program Funds**

Any recaptured funds will be deposited into an Old Bridge affordable housing trust fund in accordance with N.J.A.C. 5:97-8.6 and designated for the continuation of home improvements to income eligible households. Funds will be disbursed on the same terms as the original program.

## **V. IMPLEMENTATION PROCESS**

### **A. Application/Interview**

For each prospective applicant, this process starts with a homeowner either submitting an online preliminary application or the Case Manager pre-qualifies the interested homeowner by phone, whichever is the homeowner's preference. The information is entered in the program applicant pool/waiting list. If the homeowner passes the preliminary criteria review, program information, guidelines, and an application package will be mailed to the applicant when their name is reached on the program's waiting list.

Each prospective applicant is to complete the application and return it to the Case Manager, along with the required verification documents. Upon receipt of the completed application package, a case file will be opened for the applicant and a case file number will be assigned to the unit. The Case Manager will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Case Manager will be available for face to face prescheduled appointments. Once a case is assigned a number, the cases are processed in the order of receipt of completed applications.

### **B. Eligibility Certification**

In order to be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of both the owner household and tenant household (if any) must be fully certified as income-eligible before any assistance will be provided by the Program. The HIP will income qualify applicant, and when applicable tenant, households in accordance with N.J.A.C. 5:97-9 and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq., except for the asset test. The Program has its own asset

limit. The homeowner is not able to have more than \$250,000 in liquid assets. Assets in federally recognized retirement accounts do not apply to the liquid asset limit.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

### **C. What Is Considered Income**

The following income sources are considered income and will be included in the income eligibility determination:

- Wages, salaries, tips, commissions

- Alimony

- Regularly scheduled overtime

- Pensions

- Social security

- Unemployment compensation TANF (Temporary Assistance For Needy Families)

- Verified regular child support

- Disability

- Net income from business or real estate

- Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds

- Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.

- Rent from real estate is considered income

- Any other forms of regular income reported to the Internal Revenue Service

### **D. What Is Not Considered Income**

The following income sources are not considered income and will not be included in the income eligibility determination:

- Rebates or credits received under low-income energy assistance programs

- Food stamps

- Payments received for foster care

- Relocation assistance benefits

- Income of live-in attendants

- Scholarships

- Student loans

- Personal property such as automobiles

- Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements

- Part-time income of dependents enrolled as full-time students

- Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

## **E. How to Verify Income**

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

1. Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
2. A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s)- A Form 1040 Tax Summary for the past three tax years can be requested from the Internal Revenue Service Center by calling 1-800-829-1040 or visiting [irs.gov](http://irs.gov) to either obtain an online printout or to request a copy by mail, the latter which takes five to ten calendar days.
3. If applicable, a letter or appropriate reporting form verifying monthly benefits such as:
  - Social Security or SSI – Current award letter or computer print out letter
  - Unemployment – verification of Unemployment Benefits
  - Welfare -TANF current award letter
  - Disability - Worker's compensation letter or
  - Pension income (monthly or annually) – a pension letter
4. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter;
5. Reports from at least the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates), whole life insurance. Examples include copies of all interest and dividend statements for savings accounts, interest and non-interest bearing checking accounts, and investments;

6. Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.
7. Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
8. Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

## **F. Additional Income Verification Procedures**

### **1. Student Income**

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

### **2. Income from Real Estate**

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Program Case Manager should determine the imputed interest from the value of the property. The Program Case Manager should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

## **G. Other Eligibility Requirements**

Applicant to submit the following in the application package:

- Copy of current homeowner's insurance declarations page (not the policy or receipt)
- Proof of flood insurance, if property is located in a flood zone
- Copy of recorded deed to the property to be assisted
- Proof of separate residency if a deed co-holder resides at another location (copy of driver's license, etc.)
- If you are a widow or widower, copy of Death Certificate should be included
- Copy of your most current property tax assessment
- Receipt for property taxes
- Signed Eligibility Release form

- Proof that all mortgage payments are current
- Copy of any and all other liens recorded against the property
- Personal identification (a copy of any of the following: Driver's License, Passport, Birth Certificate, social security card, Adoption Papers, Alien Registration Card, etc.)

## **H. Requirements of Utilities & Taxes Paid Current**

All applicants' water, sewer and property tax accounts must be paid current. The Program reserves the right to make an exception to the requirement of paid up property tax, water and/or sewer accounts. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Program, a Special Needs Eligibility Requirements Waiver may be issued.

## **I. Sufficient Equity and Sufficient Carrying Cost**

Additionally, to be determined eligible, there must be sufficient equity in the home to cover the program lien plus the total of other liens. In other words, the market value of the house must be greater than the total of the liens combined. The Township may consider a Special Needs Waiver approved by the municipality on a case-by-case basis for limited equity, but not for negative equity. Additionally, the applicant must provide proof income is sufficient to meet the carrying costs of the unit.

## **J. Eligibility Scenarios of Multi-Family Structures**

Several possibilities exist concerning the determination of eligibility in a multi-family structure.

Scenario 1. The Program Administrator determines that the owner is income eligible and the renters in each unit are income eligible. In this case, all of the units are eligible for rehabilitation.

Scenario 2. The Program Administrator determines that the owner is income eligible, but the renters are not. In this case, only the landlord's unit is eligible for rehabilitation. If a home improvement is undertaken which affects all the units in the house (e.g., replacement of a roof), the HIP will only cover a prorated percentage of the cost. For example, in a two family home with units of approximately equal size, only 50% of the cost of roof replacement will be covered. Where units differ by more than 10% in size, the proration should be based on percentage of square footage within each unit compared to the total interior square footage of all other units in the structure. Shared common areas should not be counted in the denominator for the pro rata calculation.

Scenario 3. The Program Administrator determines that the owner is not income eligible, but the renters are. In this case, the rental units are eligible for rehab, but the owner's is not. If a rehab activity is undertaken which affects all of the units in the house (e.g., replacement of roof), the HIP will only cover a prorated percentage of the cost. For example, in a four family home, only 75% of the cost of roof replacement would be covered. Where units differ in size, the proration is based on percentage of square footage.

If any of the conditions above apply to a particular applicant's case, CGP&H sends a letter that explicitly identifies which of the units is eligible for rehabilitation, as well as specifies any applicable percentage of the hard costs of rehabilitation between the program and the homeowner. The homeowner's monetary contribution is to be paid prior to the start of

construction at the preconstruction conference in the form of a money order or certified check made payable to the contractor. The payment is held by the program until the work is satisfactorily completed, at which time the program will release the payment to the contractor.

### **K. Eligibility Certification**

After the Program Administrator has determined that the household is income eligible and meets all other eligible requirements, the Program Manager will complete and sign the Eligibility Certification. This certification is valid for six months starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Administrator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the owner and the program.

### **L. Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate**

The Program Inspector will conduct a pre-inspection phone interview at the time s/he schedules the property inspection. The purpose of the phone interview is to attempt to catch any existing open issues the homeowner has not disclosed that may prevent the program from proceeding with the case. Examples of open issues may be an open construction job, open permit or lack of permit on recent work, non-compliant bedrooms in attic or basement, etc. If none of these issues are discovered via the pre-inspection phone interview, the Program Inspector will perform a comprehensive inspection to determine what work items are necessary to bring the home up to code, as identified in section III C. Photos will be taken at the comprehensive inspection to document existing conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to bring the home up to code will be identified. This work write-up will include a breakdown of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for each housing unit. The HIP's policy is to create Work Write-Ups and Cost Estimates that fall within the HIP funding caps. In unusual hardship cases and when the cost to correct all code violations exceeds the program funding limit, the HIP will seek the homeowner's monetary contribution. If the homeowner is unable to contribute funds or obtain funds from another funding source, the HIP will request additional funds from the Township of Old Bridge. Otherwise the Program will cease case processing if there is insufficient funding from the previously mentioned options to meet the requirements under III.C. Rehabilitation Standards.

For houses built prior to 1978, the HIP will contact the Township for consideration to do the lead related work via the lead component of its CDBG program. Otherwise refer to Section VII Lead Based Paint (LBP).

### **M. Contractor Selection**

The homeowner, with the approval of the Program Inspector, will select the contractor. The Case Manager will provide the homeowner with a copy of the work write up and the Program contractor list. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any contractors currently on the Program contractor list that the homeowner does not wish to have notified of the availability of the bid package. If the homeowner wishes to solicit a bid from a contractor not currently on the

Program contractor list, the homeowner will provide the contractor's name, address and telephone number on the Work Write-Up Review Form. Any contractors that have not been previously qualified are eligible to participate but must submit their qualifications as well as their bid in the bid package. Typically, the contractor list is sufficient to receive ample bids. Based on the homeowner's contractor invite selection, the Case Manager will typically notify the entire contractor list and at a minimum notify at least five (5) currently active contractors that a bid package for the property is available. Each contractor must contact the Case Manager to obtain a full bid package and the contractor must submit a bid to the Case Manager by the submission deadline (usually within three (3) weeks of the date of the bid notification letter). While the Program cannot guarantee a specific number of bids that will be received, the Program will strive to receive at least three (bids). Emergency work is an exception to the bid period length and bid invites with the goal to get the emergency work under way as soon as possible.

All submitted bids will be opened and recorded by the Program Administrator at a meeting open to all interested parties.

The submitted bids will be reviewed by the homeowner and the Program Inspector. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen and the lowest responsible bid. Contractors will be notified of the results of the bidding within one (1) week of the date the homeowner makes his/her contractor selection.

## **N. Pre-Construction Conference/Contract Signing**

Upon issuance of contractor award, the Program Inspector will conduct a pre-construction conference with the homeowner and contractor. Prior to the pre-construction conference the homeowner will be provided with copies of the loan documents and the Construction Agreement and the contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and contractor responsibilities will also be reviewed, as well as the program's construction procedures and program limitations. The homeowner and contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the HIP subsidy. For rental properties, the property owner will also sign the Deed Restriction (COAH form Appendix E-3).

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check or money order made payable to the contractor. The check will be held by the Program and will be applied towards the contractor's first progress payment.

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The homeowner will be advised of the hazards of lead based paint in houses built prior to 1978 and provided with the EPA booklet Renovate Right. Both contractor and homeowner will each sign the respective Certifications. Additionally, for houses built prior to 1978, Section VII Lead Based Paint (LBP) applies.

The contractor must provide a certificate of insurance naming the municipality and CGP&H as additional insureds prior to receiving the job's Notice to Proceed.

Following the pre-construction meeting, the Case Manager will provide the Township Construction Office with 1) a copy of the first three pages of the Construction Agreement which includes identifying the homeowner, the property and the contractor, and an itemized price list of the work; and 2) the program scope of work for the Construction office to ensure the contractor

makes application for the applicable permits. For each job, the Township will notify the Case Manager which permits are required to compare to the permit documentation later provided by the contractor.

It is the contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

The construction permitting process is handled by the municipality's Construction office.

## **O. Initiate Township Voucher**

The Case Manager will provide the Township with documentation needed for the Township to issue the Purchase Order for the contractor's future payments. This will include a copy of the first three pages of the Construction Agreement which identifies the homeowner, the property and the contractor; and an itemized price list of the work.

For a contractor's first job in the Program, the Case Manager will also submit to the municipal copies of the contractor's business registration and W-9 form.

## **P. Progress Inspections**

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program Inspector will schedule the inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection.

If work passes the satisfactory progress inspection, the Case Manager will follow the procedures spelled out in Section V subsection S *Payment Structure and Process* to process a contractor's progress payment request.

The Program Inspector will notify the contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the contractor's request for the next inspection.

For houses built prior to 1978, a work item marked *EPA RRP Rule* cannot be paid for until the contractor provides a post renovation report to the program. Refer to Section VII Lead Based Paint (LBP) for the EPA regulation.

## **Q. Change Orders**

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the Homeowner, the Contractor, and the Program. The Case Manager will forward the executed change order to the Township. The contractor will be notified by the Case Manager of the results, and no change order work should be undertaken by the contractor until he has received a copy of the fully executed Change Order Authorization or the contractor risks non-payment for the change order work.

## **R. Final Inspection**

Prior to requesting a final inspection, it is the contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Case Manager via the municipal Certificate of Approval;



- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and
- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the contractor has provided the Case Manager with all required job closeout forms, the contractor will be responsible to request the program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

Only 100% completed line items will be inspected and considered for payment. If the work passes satisfactory final inspection, the Case Manager will follow the procedures spelled out in Section V subsection S *Payment Structure and Process* to process the contractor's final payment request.

For houses built prior to 1978, a work item marked *EPA RRP Rule* cannot be paid for until the contractor provides a post renovation report to the program. Refer to Section VII Lead Based Paint (LBP) for the EPA regulation.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate of \$350 per inspection for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the one progress inspection and the final inspection which are needed to inspect corrected deficiencies. The contractor must issue the failed final inspection penalty payment directly to CGP&H via a check prior to the program inspector scheduling and repeating the final inspection process. CGP&H will notify the municipality each time a penalty is levied.

The Program lien period will commence upon satisfactory completion of the final inspection. Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

## **S. Payment Structure and Process**

The Township will issue all payments, which will be made according to the following schedule: One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Case Manager that all contractor's documents have been submitted according to program procedures, the Case Manager

will submit to the Township:

- Program's Request for Payment form with homeowner's and Program's written approval
- Copy of change order, if one occurred
- Copy of contractor's business registration and W-9 (only needed for the contractor's first program job)

The payment request documents must be mailed to the Township Finance Department at least one week prior to the Council meeting to place the payment request on the applicable bill list. The municipal bill nights are on the Township's website and are generally twice a month. The Township will forward to the Case Manager a copy of the executed payment to the contractor for case file records.

Upon job completion, the combined Township payments will total the Construction Agreement, including all applicable change order(s) if any, and minus homeowner contribution, if any. The combined Township payments will also match the final Township Purchase Order amount.

The homeowner will sign off on the Program's Request for Payment form at time of property inspection to efficiently expedite the payment process to the contractor. Therefor progress and final payments can be made payable directly to the contractor. The municipality has the right to change this procedure as it deems necessary.

## **T. Standard Certification**

A Certificate of Approval issued by the municipal construction official at the time the contractor closes out the rehabilitation construction permits, will confirm the scope of rehabilitation work has been completed and that the housing unit is now up to code standard. The contractor is to provide the Certificate of Approval to the Case Manager when requesting the final inspection. The Case Manager will ensure that a copy of the Certificate of Approval is placed in the case file.

## **U. Record Mortgage Documentation**

At construction completion, the Case Manager will insert the final inspection date into the program mortgage and forward the executed mortgage to the Township for recording at the reduced municipal rate. The Township will immediately file the mortgage with the County Clerk. For rental properties, the Deed Restriction will also be recorded.

## **V. File Closing**

The Case Manager will close the homeowner's file after the final payment is made and the mortgage, and when applicable, Deed Restriction is/are returned from the County with recorded date, book and page. A program letter will be sent to the homeowner, thanking him/her for participating in the Program.

## **W. Requests for Subordination or Program Loan Payoff**

Old Bridge may agree to subordination of its program lien if the homeowner or refinancing mortgage company supplies an appraisal showing that the new loan plus the balance(s) on all unpaid loans (including the value of the rehabilitation assistance) does not exceed eighty (80%)

of the appraised value of the unit. If the homeowner is simply refinancing their primary mortgage to a lower interest rate and not “cashing out” any equity, Old Bridge will subordinate up to 95% of the appraised value.

If the municipality has CGP&H process the subordination request, the homeowner will pay a processing fee directly to CGP&H at a rate of \$150 per request.

## **VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT**

### **A. Marketing**

The Program will coordinate with the Township to advertise the availability of construction work on the Township’s website and display a contractor outreach poster and brochures in the municipal building, including the local construction office. If determined needed, additional outreach will be conducted in the local newspapers and through the posting of community notices. As necessary, the Program will advertise the availability of construction work by posting information at local building supply dealers. All interested contractors will have the opportunity to apply for inclusion on the Program contractor list, which will be made available for the homeowner's use in selecting rehabilitation contractors. The contractor outreach material will be posted on CGP&H’s website.

### **B. Contractor Qualifications**

To qualify, contractors must meet the following minimum requirements:

- Contractors must carry commercial general liability insurance of at least \$500,000 per occurrence and \$1,000,000 general aggregate liability insurance coverage. Additionally, the contractor shall carry or require that there be carried full and complete Workmen's Compensation Insurance for all of his/her employees and those of his/her Subcontractors engaged in work on the contract premises in accordance with the local and state laws governing same. The contractor must provide the Case Manager with a certificate of insurance naming the Program as Certificate Holder; and
- At least two favorable references on the successful completion of similar work; and
- A reference of permit compliance from a municipal inspector (building inspector, code official, etc.); and
- The Contractor’s State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and
- Applicable lead certifications for contractors working on houses built prior to 1978. As identified in the scope of work, the contractor must comply with the EPA Renovation, Repair and Painting (RRP) Rule regarding certification; and

- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.

Contractors must also complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references cited will be checked by the Program Inspector before the contractor is awarded a job.

Contractors must prove their capacity and workmanship prior to being awarded more than one job at a time.

Upon job award, contractor must provide an updated certificate of insurance naming the municipality and CGP&H as additional insureds.

### ***VII. Lead Based Paint (LBP):***

For houses built prior to 1978, under this Program, contractors must comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) when any work item is marked with (EPA-RRP Rule) in the work specifications. The requirements are spelled out in the General Conditions of the work specifications.

### ***VIII. Rental Procedures:***

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq. once the rental units are rehabilitated. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction.

DCA Substantive Rules 5:97 – 6.2 ( C ) states units in a rehabilitation program shall be exempt from the N.J.A.C. 5:97-9 and UHAC , but shall be administered in accordance with the following as it pertains to rentals:

- If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to N.J.A.C. 5:97-9 and UHAC.
- If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:97-9 and UHAC.
- Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

The municipality's Administrative Agent will administer the rental affordability controls during the 10 year affordability period for each rental property assisted.

## **A. Determining Initial Affordable Rents**

The initial maximum affordable rent for a rehabilitated unit is determined by the program staff based on several NJ COAH rules and regulations. All initial rents will be set based on Fifty Two percent (52%) of the median income for the household size appropriate to the sized unit (N.J.A.C. 5:80-26.3 (d)). Thirty percent (30%) (N.J.A.C. 5:80-26-12 (a)) of that figure is considered the “maximum base rent.” Subtracted from the maximum base rent is the cost of all tenant-paid utilities as defined and calculated by the HUD Utilities Allowance figures (updated annually). The remainder becomes the maximum initial rent for that unit. The Home Improvement Program staff can provide potential applicants/landlords with a reasonable estimate of what the maximum base rent will be on their rental unit if they elect to participate in the program.

## **B. Pricing by Household Size**

Initial rents are based on targeted “model” household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These rents are based on COAH’s Annual Regional Income Limits Chart at the time of occupancy:

The above rules are only to be used for setting initial rents.

| Size of Unit      | Household Size Used to Determined Max Rent |
|-------------------|--|
| Studio/Efficiency | 1  |
| 1 Bedroom         | 1.5  |
| 2 Bedrooms        | 3  |
| 3 Bedrooms        | 4.5  |
| 4 Bedrooms        | 6  |

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

## **C. Determining Rent Increases**

Rents in rehabilitated units may increase annually based on N.J.A.C. 5:97-9. Rent increases are permitted at the anniversary of tenancy according to the Department of Community Affairs Annual Regional Income Limits Chart, available on the DCA website. These increases must be

filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. Rents may not be increased more than once a year, may not be increased by more than one COAH-approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

## **IX. MARKETING STRATEGY**

In coordination with the Township, the Program Administrator will employ a variety of proven strategies to advertise the program within Old Bridge to establish the program's applicant pool/waiting list. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of program homeowner outreach posters, flyers and brochures
- Place program outreach material on the Township's website
- Place program outreach material on CGP&H's website
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc) or direct mailing, if approved by the municipality
- Municipal email blasts and Twitter communication (if available)
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.
- Free local cable TV advertising (when available)
- Periodic Press releases
- Program group presentations to community organizations or at the Township Municipal Building to prospective homeowners and even to local contractors
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate
- The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

Available rental units assisted via the HIP will be affirmatively marketed in accordance with the Township of Old Bridge Affordable Housing Affirmative Marketing Plan.

## **X. MAINTENANCE OF RECORDS AND CLIENT FILES**

### **A. Programmatic Recording**

The Program files will include:

- The policies and procedures manual, which will also be updated when applicable.
- An applicant pool will be maintained by the program staff to track intake of the people interested in the program and the corresponding outgoing application invites.
- A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

### **B. Participant Record keeping**

The Program will be responsible for ensuring that individual files for each unit are established, maintained and then submitted to the municipality upon completion. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Tenant Application form (Rental Units Only) including rental lease
- Proof of ownership
- Income verification (for all households)
- Proof of currency of property tax and municipal water/sewer/electric accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Proof that the municipal lien plus the total of other liens does not exceed the market value of the unit.
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard

- Work Specifications/Cost Estimate aka Work Write-Up
- Bid Notice
- Contractor bids
- Bid Tabulation
- Construction Agreement
- Mortgage and Mortgage Note, and for rental properties, Deed Restriction
- Notice of Right of Rescission
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Copies of all required permits
- Change orders, if any
- Work progress and final inspection reports
- Copies of contractor payment documentation
- Photographs (Before and After)
- Close-out documents
- Certification of Approval

### **C. Reporting to DCA**

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Funds Recaptured



- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

The Program Administrator is responsible for entering each completed unit's data into the State's online CTM system.

#### **D. Financial Recordkeeping**

Financial recordkeeping through the State's online CTM system is the responsibility of the Municipal Housing Liaison.

### ***XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS***

In homeowner/contractor disputes, as well as disputes with regard to staff decisions, a Housing Advisory Committee formed by the Township will act as a mediator to resolve the differences. Homeowners involved in a dispute will be instructed to submit their concerns in writing. The homeowner may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final.

If the reason for the mediation is due to the homeowner's refusal to pay the contractor and work has been done to work specification and to the satisfaction of the Program, it may authorize payment to the contractor directly. However, the Program will make a reasonable attempt to resolve the differences before taking this step.

Additionally, the Housing Advisory Committee may decide on cases that are not clearly determined via the Policy and Procedures Manual, requiring either a change to the Manual, a waiver approval or waiver denial. During this process, when discussing case specifics with and among Committee members, the confidentiality of the individual homeowner will be protected by use of case numbers rather than names.

### ***XII. CONCLUSION***

If the procedures described in this manual are followed, the Township of Old Bridge's Home Improvement Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Home Improvement Program.

### ***XIII. LIST OF PROGRAM FORMS***

Application Transmittal Letter  
Program Information Handout

Application for Assistance- Homeowner  
Application for Assistance- Landlord (Investor)  
Application for Assistance- Tenant  
Eligibility Release Form  
Checklist  
Special Needs Waiver (Eligibility Requirements)  
Special Needs Waiver (Exceed Program Limit)  
Certification of Eligible Household  
Eligibility Determination Form  
Notification of Eligibility  
Notification of Ineligibility  
Homeowner/Program Agreement  
Certificate of Substandard  
Certificate of Substandard – Emergency Situation  
Letter: forward work write-up and contractor list to homeowner  
Work write-up review form  
Request for Rehabilitation Bid  
Affidavit of Contractor  
Subcontractor Bid Sheet  
Bid Tabulation/Contractor Selection  
Construction Agreement  
Mortgage  
Mortgage Note – single family, multi family, investor versions  
Notice of Right of Rescission  
COAH Deed Restriction (when applicable)  
Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet  
Contractor Confirmation of Receipt of Lead Paint Notice  
Notice to Proceed  
Contractor's Request for Final Inspection  
Change Order Authorization  
Certificate and Release  
Closeout Statement

## **APPENDIX E**

### **SUMMARY OF PRIOR ROUND COMPLIANCE**

| Old Bridge T<br>Prior Round | Old Bridge Township                    | 3-Mar-16<br>Page 2 |
|-----------------------------|--|--------------------|
| <b>Project Name</b>         | <b>Surplus Credits for Round Three</b> |                    |
| <i>Inclusionary</i>         | <i>Project Name</i>                    |                    |
| Woodhaven                   | <i>Inclusionary Projects</i>           |                    |
| Oakwoode, I                 | Oaks, Family Rentals (portion)         | 226                |
| Highpointe,                 | Hipointe, Age-Restricted               | 14                 |
| Oaks, Family                | Total                                  | 240                |
| Yardley, For-               | <i>100% Affordable</i>                 |                    |
|                             | Rotary House, Age-Restricted           | 16                 |
|                             | Costanza Rescare, Age-Restricted       | 88                 |
|                             | Maier Manor                            | 100                |
|                             | Total                                  | 204                |
| <i>100% Afford</i>          |  |                    |
| Rotary Hous                 |  |                    |
| Chuck Coste                 | <b>Total</b>                           | <b>91</b>          |
|                             |  | <b>444</b>         |
| <i>Group Home</i>           |  |                    |
| ARC                         |  |                    |
| Achdiocese                  |  |                    |
| Cerebral Pal                |  |                    |
| Developmer                  |  |                    |
| Rest Care of                |  |                    |
| Catholic Cha                |  |                    |
| <b>Total</b>                |  |                    |
| <b>Prior Round</b>          |  |                    |
| <b>Prior Round</b>          |  |                    |

**APPENDIX F**  
**SUMMARY OF PLAN FOR TOTAL 1999 – 2025 FAIR SHARE**  
**OBLIGATION**

Old Bridge Township, Middlesex County, New Jersey  
1999 – 2025 HOUSING ELEMENT & FAIR SHARE PLAN

| Old Bridge Township, Middlesex County, New Jersey<br>1999-2025 Compliance Plan |                |                   |          |                     |          |                   |          |                                      |          |
|--|----------------|-------------------|----------|---------------------|----------|-------------------|----------|--------------------------------------|----------|
| Developers<br>Prior Round Surplus Credits                                      | Total<br>Units | Market Rate Units |          | Affordable For-Sale |          | Affordable Rental |          | Very Low-Income<br>Affordable Rental |          |
|  |                | Family Units      | AR Units | Family Units        | AR Units | Family Units      | AR Units | Family Units                         | AR Units |
| Highpointe - Age Restricted Rental   |                |                   |          |                     |          |                   |          |                                      |          |
| Rotary House   |                |                   |          |                     |          |                   | 14       |                                      | 14       |
| Constanza Rescare  |                |                   |          |                     |          |                   | 16       |                                      | 16       |
| Maier Manor  |                |                   |          |                     |          |                   | 88       |                                      | 88       |
| Oaks, Family Rentals   |                |                   |          |                     |          | 135               | 100      |                                      | 100      |
| Total  |                |                   |          |                     |          | 135               | 218      |                                      | 226      |
| Prospective Need   |                |                   |          |                     |          |                   |          |                                      | 444      |
| Affari-Old Bridge Assoc.   | 529            | 423               |          |                     |          | 106               |          |                                      |          |
| Avalon Bay   | 252            | 214               |          |                     |          | 38                |          | 14                                   | 146      |
| Foxboro  | 150            | 120               |          |                     |          | 30                |          | 7                                    | 76       |
| Habitat for Humanity   |                |                   |          | 12                  |          |                   |          | 4                                    | 60       |
| RPM, 100% Affordable   |                |                   |          |                     |          | 72                |          |                                      | 12       |
| Northwoods   | 30             | 24                |          | 6                   |          |                   |          | 9                                    | 144      |
| Brunetti   | 2148           | 1026              | 692      |                     |          | 299               | 131      | 39                                   | 6        |
| Total  | 3109           | 1807              | 692      | 18                  | 0        | 545               | 131      | 73                                   | 508      |
|  |                |                   |          |                     |          |                   |          |                                      | 952      |
| Total  | 3109           | 1807              | 692      | 18                  | 0        | 680               | 349      | 73                                   | 1896     |
| Prospective Need   |                |                   |          |                     |          |                   |          |                                      |          |
| Total Units  |                |                   |          |                     |          |                   |          |                                      |          |
| Total Market-Rate Units  |                |                   |          |                     |          |                   |          |                                      |          |
| Total Affordable Units to be Built   |                |                   |          |                     |          |                   |          |                                      |          |
| Total Affordable Housing Set Aside   |                |                   |          |                     |          |                   |          |                                      |          |
| Total Very Low-Income Rentals  |                |                   |          |                     |          |                   |          |                                      |          |
| Very Low-Income Rentals to be built to Total Affordable Units to be built      |                |                   |          |                     |          |                   |          |                                      |          |
| Very Low-Income Rentals to be built to Total Affordable Rental to be built     |                |                   |          |                     |          |                   |          |                                      |          |
| 1999-2025 Affordable Housing Obligation  |                |                   | 1396     |                     |          |                   |          |                                      | 5109     |
| Minimum Affordable Rental Units  |                |                   | 349      |                     |          |                   |          |                                      | 2489     |
| Maximum Rental Bonus Credits   |                |                   | 349      |                     |          |                   |          |                                      | 694      |
| Maximum Age-Restricted Affordable Units  |                |                   | 349      |                     |          |                   |          |                                      | 22.5%    |
|  |                |                   |          |                     |          |                   |          |                                      | 90       |
|  |                |                   |          |                     |          |                   |          |                                      | 12.5%    |
|  |                |                   |          |                     |          |                   |          |                                      | 13.3%    |

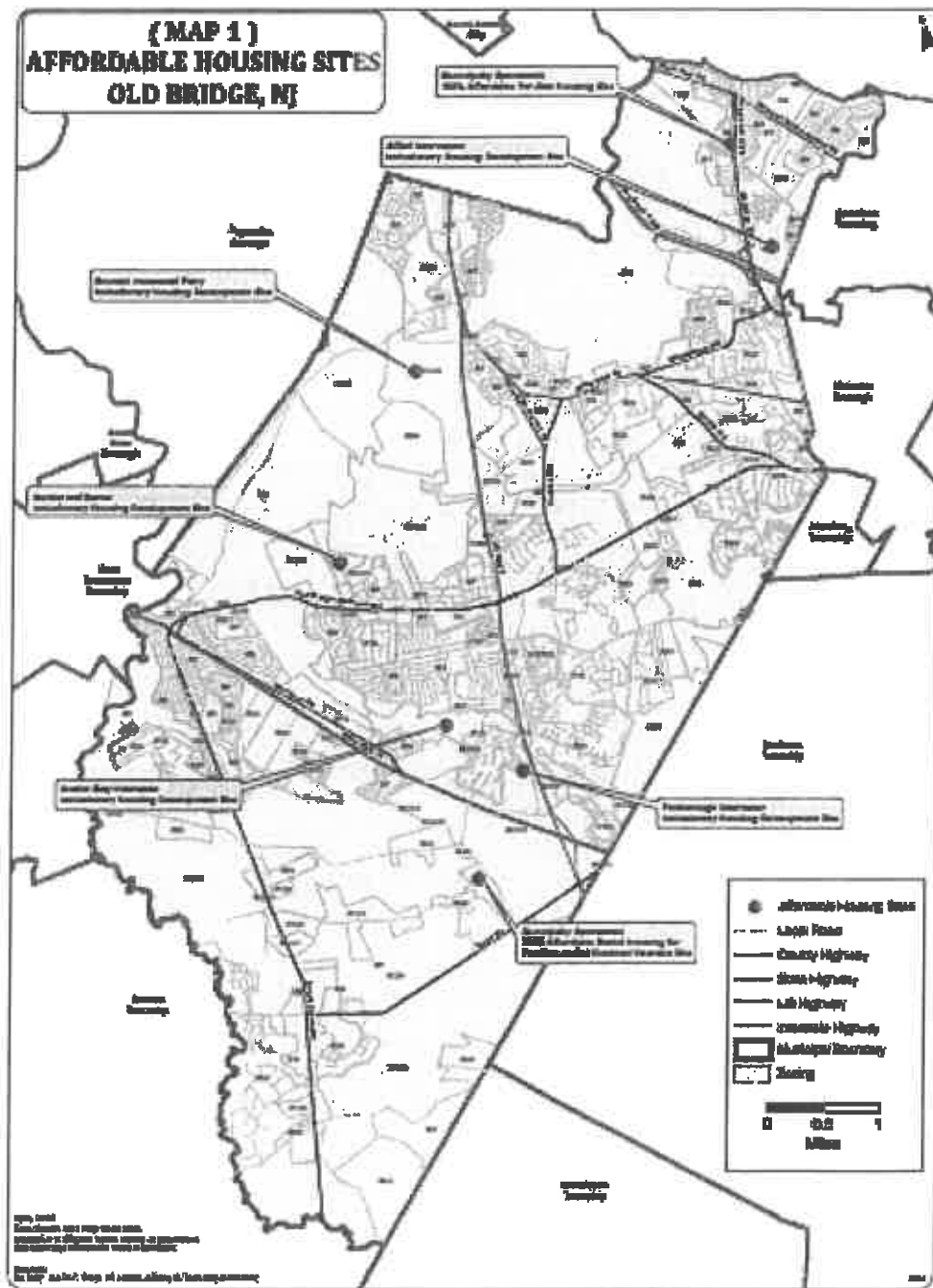
Old Bridge Township, Middlesex County, New Jersey

1999 – 2025 HOUSING ELEMENT & FAIR SHARE PLAN

| Old Bridge Township, Middlesex County, New Jersey<br>Brunetti Component of 1999-2025 Compliance Plan   |              |                                   |                   |          |                   |          |                                      |                                |               | 11-Mar-16            |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
|--|--------------|-----------------------------------|-------------------|----------|-------------------|----------|--------------------------------------|--------------------------------|---------------|----------------------|--|-----------------------------------|--|------------|--|---------|--|-------------------|--|---------|--|-----------------------|--|--------|--|-------|--|-----------|--|------------------|--|--------|--|-------|--|-----------|--|
| Type of Units  | Total Units  |                                   | Market Rate Units |          | Affordable Rental |          | Very Low-Income<br>Affordable Rental |                                | Bonus Credits |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
|  | Family Units | AR Units                          | Family Units      | AR Units | Family Units      | AR Units | Family Units                         | AR Units                       |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Age-Restricted   |              |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Multi-Family   | 503          | 436                               |                   |          |                   | 67       |                                      | 9                              |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Independent Living   | 200          | 160                               |                   |          |                   | 40       |                                      | 5                              |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Assisted Living  | 120          | 96                                |                   |          |                   | 24       |                                      | 3                              |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Total  | 823          | 692                               |                   |          |                   | 131      |                                      | 17                             |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| <u>Non-Age-Restricted Family</u>   |              |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Multi-Family   | 1325         | 1026                              |                   |          | 299               |          | 39                                   |                                | 78            |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Total  | 1325         | 1026                              |                   |          | 299               |          | 39                                   |                                | 78            |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| <u>Total Dwelling Units</u>  |              |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Total Market Rate Family Units   | 1026         |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Total Market Rate Age-Restricted Units   | 692          |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Total Market Rate Units  | 1718         |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| <u>Total Affordable Family Rental Units</u>  |              |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Total Affordable Age-Restricted Rental Units   | 299          |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Total Affordable Rental Units  | 131          |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
|  | 430          |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| <u>Total Affordable Very Low-Income Family Rental Units</u>  |              |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Total Affordable Very Low-Income Age-Restricted Rental Units   |              |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Total Affordable Very Low-Income Rental Units  |              |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| <u>Percentage of Total Affordable Very Low-Income Rental Units to Total Affordable Rental Units</u>  |              |                                   |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
|  |              |                                   |                   |          |                   |          | 13.0%                                | Total Affordable Bonus Credits | 78            |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| <table><tr><td colspan="2">Non-Residential Uses</td><td colspan="2">Gross Floor Area<br/>(Square Feet)</td></tr><tr><td>Commercial</td><td></td><td>748,515</td><td></td></tr><tr><td>Industrial/Office</td><td></td><td>582,373</td><td></td></tr><tr><td>Industrial/Commercial</td><td></td><td>30,000</td><td></td></tr><tr><td>Total</td><td></td><td>1,360,888</td><td></td></tr><tr><td>Community Center</td><td></td><td>11,747</td><td></td></tr><tr><td>Total</td><td></td><td>1,372,635</td><td></td></tr></table> |              |                                   |                   |          |                   |          |                                      |                                |               | Non-Residential Uses |  | Gross Floor Area<br>(Square Feet) |  | Commercial |  | 748,515 |  | Industrial/Office |  | 582,373 |  | Industrial/Commercial |  | 30,000 |  | Total |  | 1,360,888 |  | Community Center |  | 11,747 |  | Total |  | 1,372,635 |  |
| Non-Residential Uses   |              | Gross Floor Area<br>(Square Feet) |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Commercial   |              | 748,515                           |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Industrial/Office  |              | 582,373                           |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Industrial/Commercial  |              | 30,000                            |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Total  |              | 1,360,888                         |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Community Center   |              | 11,747                            |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |
| Total  |              | 1,372,635                         |                   |          |                   |          |                                      |                                |               |                      |  |                                   |  |            |  |         |  |                   |  |         |  |                       |  |        |  |       |  |           |  |                  |  |        |  |       |  |           |  |

**APPENDIX G**  
**MAP SHOWING AFFORDABLE HOUSING SITES**





**APPENDIX H**  
**EVALUATION OF SITES FOR AFFORDABLE HOUSING PRODUCTIN**

## **EVALUATION OF SITES FOR AFFORDABLE HOUSING PRODUCTION**

All sites considered for the production of affordable housing in Old Bridge Township were evaluated by determining whether the sites were available, approvable, developable and suitable. The New Jersey Council on Affordable Housing (COAH) site suitability criteria, which are provided below, were applied to the evaluation of the sites.

**N.J.A.C. 5:97-3.13** Site suitability criteria and consistency with the State Development and Redevelopment Plan

(a) Sites designated to produce affordable housing shall be available, approvable, developable and suitable, according to the following criteria:

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;
2. The site is adjacent to compatible land uses and has access to appropriate streets;
3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and
4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

Subsection (b) of COAH's rules indicates that sites located in planning areas 1 and 2 (PA 1 is the Metropolitan Planning Area and PA2 is the Suburban Planning Area) are preferred for the production of affordable housing.

In preparing the Housing Element and Fair Share Plan, Old Bridge Township considered the following sites for evaluation (see Map 1):

1. Municipally Sponsored, 100% Affordable Rental Housing for Families and/or Disabled Veterans Site;
2. Municipally Sponsored, 100% Affordable For-Sale Housing Site;
3. Northwood Manor Inclusionary Housing Development Site;
4. Foxborough Intervenor Inclusionary Housing Development Site;
5. Avalon Bay Intervenor Inclusionary Housing Development Site;
6. Alfieri Intervenor Inclusionary Housing Development Site; and
7. Brunetti Interested Party Inclusionary Housing Development Site

The foregoing sites comprise the totality of sites that were known and considered for affordable housing in Old Bridge Township at the time of preparing the housing element and fair share plan. The evaluation of each site is provided below. The State of New Jersey websites<sup>10</sup> were utilized to obtain information about planning areas, wetlands and sewer service area for each site

<sup>10</sup> Websites for: wetlands <http://www.state.nj.us/dep/gis/wetshp.html> ; sewer service areas <http://www.nj.gov/dep/gis/listall.html> ; state planning areas <http://www.nj.gov/state/planning/spc-research-resources-gis.html> ; and roads [https://njgin.state.nj.us/NJ\\_NJGINExplorer/jviewer.jsp?pg=ROADS](https://njgin.state.nj.us/NJ_NJGINExplorer/jviewer.jsp?pg=ROADS)

evaluated for providing affordable housing

Municipally Sponsored, 100% Affordable Rental Housing for Families and/or Disabled Veterans Site (RPM Site)

Old Bridge Township will sponsor a 100% affordable rental housing development that will yield 72 units of which 9 units will be for very-low income households. The details of the site are provided below.

Site Details (Map 2)

|                                |  |
|--------------------------------|--|
| Site Identification:           | Block 20000, Lot 79.11   |
| Site Location:                 | Marlboro Road  |
| Current Use of Site:           | Vacant, wooded   |
| Site Area:                     | 27 acres   |
| Site Development Constraints:  | 8.2 acres of freshwater wetlands   |
| Net Developable Land:          | 18.8 acres   |
| Total Proposed Dwelling Units: | 72   |
| Proposed Gross Density:        | 2.7 dwelling units/acre  |
| Proposed Net Density:          | 3.8 dwelling units/acre  |
| Planning Area:                 | Park and Natural Area (Note: Site and neighboring county nursing home that was recently built, as well as single-family homes, are in this planning area); Suburban adjacent to site |
| Sewer Service Area:            | Yes, with sewers nearby  |

Site Evaluation

1. *The site has a clear title and is free of encumbrances which preclude development of affordable housing.* The site has clear title and no legal encumbrances which would preclude its development as a municipally sponsored, 100% affordable housing project. The property was transferred to the Old Bridge Housing Authority for affordable housing development. RPM, an affordable housing developer, is negotiating with the Township to become the developer of the 100% affordable housing project.
2. *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has direct access to Marlboro Road, which in turn has access to Route 18, and Texas Road, County Route 520 that intersects nearby Route 9. The lands that surround the site are currently vacant and single-family residential dwellings. On an abutting property that fronts along East Greystone Road is the OBMUA water tower. Directly south of the property at the intersection of Marlboro Road and East Greystone Road is the site for the Middlesex County Long-Term Care Facility. The site for municipally sponsored, 100% affordable housing is compatible with current and planned land uses.
3. *Adequate sewer and water capacity is available.* The site is located in a sewer service area. Sanitary sewer is available to the area. Water lines exist in the area that will serve the site.

4. *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.

**Conclusion:** The site satisfies the evaluation criteria and should be included in the Housing Element and Fair Share Plan.

**Municipally Sponsored, 100% Affordable For-Sale Housing Site (Habitat for Humanity)**

Old Bridge Township will sponsor a 100% affordable for-sale housing development that will yield 12 units. The details of the site are provided below.

**Site Details (Map 3)**

|                                |   |
|--------------------------------|---|
| Site Identification:           | Block 39, Lots 128 and 140  |
| Site Location:                 | Laurence Parkway, Woodland Avenue and Hilltop Avenue                  |
| Current Site Use:              | Former school building  |
| Site Area:                     | 0.8 acres   |
| Site Development Constraints:  | Demolition of existing unused school building; no freshwater wetlands |
| Net Developable Land:          | 0.8 acres   |
| Total Proposed Dwelling Units: | 12  |
| Proposed Gross Density:        | 15 dwelling units/acre  |
| Proposed Net Density:          | 15 dwelling units/acre  |
| Planning Area:                 | Planning Area 1 Metropolitan  |
| Sewer Service Area:            | Yes, with sewers to site  |

**Site Evaluation**

1. *The site has a clear title and is free of encumbrances which preclude development of affordable housing.* The site has clear title and no legal encumbrances which would preclude its development as a municipally sponsored, 100% affordable housing project. The property is owned by Old Bridge Township. Habitat for Humanity, an affordable housing developer, is negotiating with the Township to become the developer of the 100% affordable housing project.
2. *The site is adjacent to compatible land uses and has access to appropriate streets.* The site is bounded by Laurence Parkway, Woodland Avenue and Hilltop Avenue. It is located in the Laurence Harbor section of the municipality, which is one of the more mature, developed sections of Old Bridge. Older detached single-family dwellings on 5,000-square foot lots surround the site. The proposed development will consist of townhouses that are compatible with the surrounding area.
3. *Adequate sewer and water capacity is available.* The site is located in a sewer service area. Sanitary sewer is available to the area. Water lines exist in the area that will serve the site.
4. *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.

**Conclusion:** The site satisfies the evaluation criteria and should be included in the Housing Element and Fair Share Plan.

**Northwood Manor Inclusionary Housing Development Site**

Northwood Manor has preliminary major site plan approval from the Old Bridge Township Zoning Board of Adjustment to create 6 new affordable family for-sale units along with 24 market-rate units. The site was the subject of a use variance granted for the production of age-restricted housing. Subsequently, it approved for a conversion to non-age-restricted housing with affordable for-sale units under the Sarlo Act.

**Site Details (Map 4)**

|                                |  |
|--------------------------------|--|
| Site Identification:           | Block 8005, Lot 4  |
| Site Location:                 | Jake Brown Road  |
| Current Site Use:              | Vacant, woods  |
| Site Area:                     | 55.5 acres   |
| Site Development Constraints:  | 51 freshwater wetlands   |
| Net Developable Land:          | 4.5 acres  |
| Total Proposed Dwelling Units: | 30   |
| Proposed Gross Density:        | 0.5 dwelling units/acre  |
| Proposed Net Density:          | 6.7 dwelling units/acre  |
| Planning Area:                 | Planning Area 1 Metropolitan and<br>Planning Area 5 Environmentally<br>Sensitive |
| Sewer Service Area:            | Yes, with sewers in front of site  |

**Site Evaluation**

1. *The site has a clear title and is free of encumbrances which preclude development of affordable housing.* The site has clear title and no legal encumbrances which would preclude its development as an inclusionary housing project. The property is owned by Northwood Manor at Old Bridge, LLC and has preliminary site plan approval.
2. *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has direct access to Jake Brown Road. It is surrounded by vacant woodlands. The inclusionary development, which has been approved, is compatible with the surrounding woodlands.
3. *Adequate sewer and water capacity is available.* The site is located in a sewer service area. Sanitary sewer is available in the area and can be extended to the site. Water lines exist in the area that will serve the site.
4. *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.

**Conclusion:** The site satisfies the evaluation criteria and should be included in the Housing Element and Fair Share Plan.

Foxborough Intervenor Inclusionary Housing Development Site

Foxborough Village Associates proposes an inclusionary development that will provide 120 market-rate family rental units and 30 affordable family rental units. A new zone must be created to provide for this proposal. The details of the site are provided below.

Site Details (Map 5)

|                                |                              |
|--------------------------------|------------------------------|
| Site Identification:           | Block 16000, Lot 1           |
| Site Location:                 | Amboy Road                   |
| Current Site Use:              | Vacant                       |
| Site Area:                     | 6.7 acres                    |
| Site Development Constraints:  | None                         |
| Net Developable Land:          | 6.7 acres                    |
| Total Proposed Dwelling Units: | 150                          |
| Proposed Gross Density:        | 22.4 dwelling units/acre     |
| Proposed Net Density:          | 22.4 dwelling units/acre     |
| Planning Area:                 | Planning Area 1 Metropolitan |
| Sewer Service Area:            | Yes, with sewers nearby      |

Site Evaluation

1. *The site has a clear title and is free of encumbrances which preclude development of affordable housing.* The site has clear title and no legal encumbrances which would preclude its development as an inclusionary housing project. The property is owned by Foxborough Village Associates.
5. *The site is adjacent to compatible land uses and has access to appropriate streets.* The site is located along Amboy Road and is zoned EDO-3 Economic Development Opportunity – 3 which requires minimum three-acre lots for non-residential uses. Commercial development exists south and southeast of the site. Moderate-density single-family housing on minimum 12,000-square foot lots is located to the north. The proposed inclusionary housing will be compatible with the surrounding commercial and residential uses.
6. *Adequate sewer and water capacity is available.* The site is located in a sewer service area. Sanitary sewer is available to the site. Water lines exist in the area that will serve the site.
7. *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.

Conclusion: The site satisfies the evaluation criteria and should be included in the Housing Element and Fair Share Plan.

Avalon Bay Intervenor Inclusionary Housing Development Site

Avalon Bay Communities, Inc. proposes an inclusionary housing development consisting of 252 family rental apartments of which 214 will be market-rate units and 38 will be affordable family rental units. A new zone must be created for this proposal. The details of the site are provided below.

Site Details (Mao 6)

|                                |  |
|--------------------------------|--|
| Site Identification:           | Block 17000, Lots 5, 6.11 and 28.112                                     |
| Site Location:                 | Amboy Road   |
| Current Site Use:              | Vacant, wooded; hospital and parking lot                                 |
| Site Area:                     | 101 acres  |
| Site Development Constraints:  | 71.6 acres of freshwater wetland   |
| Net Developable Land:          | 29.4 acres   |
| Total Proposed Dwelling Units: | 252  |
| Proposed Gross Density:        | 2.5 dwelling units/acre  |
| Proposed Net Density:          | 8.6 dwelling units/acre  |
| Planning Area:                 | Planning Area 1 Metropolitan and<br>Planning 5 Environmentally Sensitive |
| Sewer Service Area:            | Yes, with sewers to site   |

Site Evaluation

1. *The site has a clear title and is free of encumbrances which preclude development of affordable housing.* The property is under contract for purchase by Avalon Bay Communities, Inc. The developer must obtain an access easement from the Raritan Bay Medical Center, which owns part of the site that is under consideration for inclusionary development.
2. *The site is adjacent to compatible land uses and has access to appropriate streets.* The site is located along Ferry Road. To the west are detached single-family homes and townhouses. To the north and east are woodlands. To the south is the hospital. The inclusionary housing development that will consist of apartments will be compatible with the surrounding land uses. The taller apartments will be located near the hospital, and the two-story apartments will be located near the adjacent single-family homes and townhouses. The southern portion of the site is zoned EDO-3 Economic Development Opportunity – 3 and the northern portion is zoned R12 Residential. The site will have to be rezoned to permit the proposed inclusionary development.
3. *Adequate sewer and water capacity is available.* The site is located in a sewer service area. Sanitary sewer and water lines serve the hospital and can be extended to the site.
4. *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.

Conclusion: The site satisfies the evaluation criteria and should be included in the Housing Element and Fair Share Plan. Since a portion of the Raritan Bay Medical Center property is part of the overall site that is under consideration for inclusionary



housing, the hospital will be required to provide the access easement to the site that will provide the inclusionary housing.

Alfieri Intervenor Inclusionary Housing Development Site

Alfieri-Old Bridge Associates, LLC proposes an inclusionary housing development consisting of 529 rental apartments of which 423 will be market-rate units and 106 affordable family rental units. In addition to the residential units, about 217,000 square feet of flexible industrial/office space are proposed. A new zone must be created for this proposal. The details of the site are provided below.

Site Details (Map 7)

|                                |  |
|--------------------------------|--|
| Site Identification:           | Block 2150, Lots 4.11 and 6.13           |
| Site Location:                 | Matawan Road                             |
| Current Site Use:              | Vacant, wooded; hospital and parking lot |
| Site Area:                     | 94.75 acres                              |
| Site Development Constraints:  | 24.79 acres of freshwater wetlands       |
| Net Developable Land:          | 69.96 acres                              |
| Total Proposed Dwelling Units: | 529                                      |
| Proposed Gross Density:        | 5.6 dwelling units/acre                  |
| Proposed Net Density:          | 57.6 dwelling units/acre                 |
| Planning Area:                 | Planning Area 1 Metropolitan             |
| Sewer Service Area:            | Yes, with sewers to site                 |

Site Evaluation

1. *The site has a clear title and is free of encumbrances which preclude development of affordable housing.* The property is owned by Alfieri-Old Bridge Associates, LLC. There are no encumbrances that would prevent the development of inclusionary housing on this site.
2. *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has direct access to Matawan Road. To the north are high-density townhouses. To the east are woodlands and small-lot single-family houses in neighboring Aberdeen Township, Monmouth County. The Garden State Parkway is situated to the south and southwest. Garden apartments exist to the west. The proposed inclusionary apartments will be compatible with the surrounding land uses. The one-story flexible industrial/office buildings will be compatible with the inclusionary apartments. The site is zoned OG-5 Office General – 5 and will have to be rezoned to permit the mixed-use inclusionary housing and flexible industrial/office uses.
3. *Adequate sewer and water capacity is available.* The site is located in a sewer service area. Sanitary sewer is available to the area. Water lines exist in the area that will serve the site.
4. *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.

**Conclusion:** The site satisfies the evaluation criteria and should be included in the Housing Element and Fair Share Plan.

**Brunetti Interested Party Inclusionary Housing Development Site**

The Oaks at Glenwood, LLC, Wharton Improvement Corporation and John J. Brunetti (collectively referred to as Brunetti) proposes a large mixed use inclusionary housing and commercial development. The inclusionary housing component will consist of 2,148 dwelling units of which 1,718 will be market-rate units and 430 will be affordable rental units of which will be 299 affordable family rentals and 131 affordable age-restricted rentals. A new zone must be created for this proposal. Details of the site are provided below.

**Site Details (Map 8)**

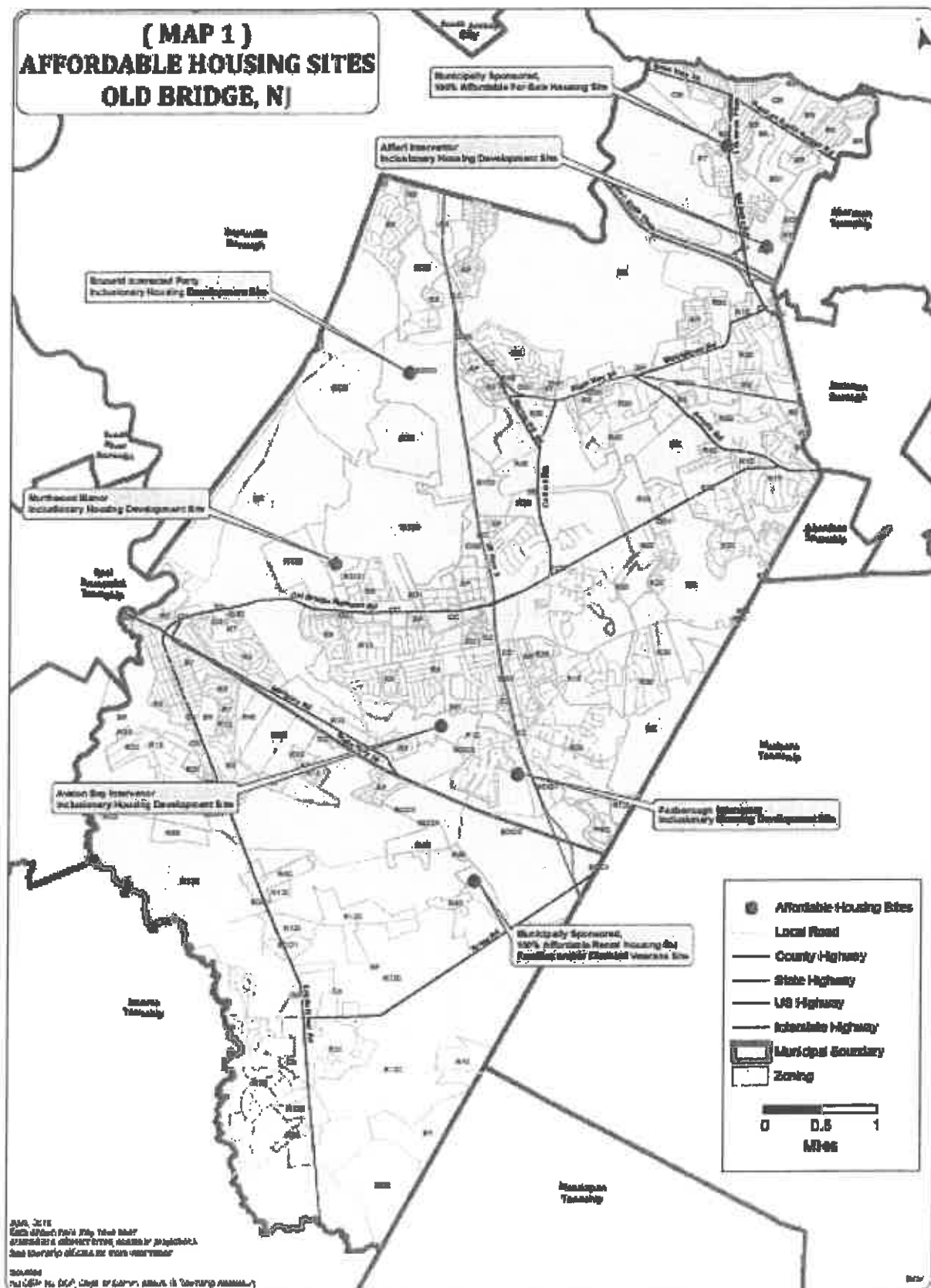
|                                |   |
|--------------------------------|---|
| Site Identification:           | Portion of Block 6303, Lot 3.11; Portion of Block 6303, Lot 7; Portion of Block 7000, Lot 1.33; Block 6303, Lot 6; Block 5002, Lot 14; Block 6302, Lot 9; and Block 5001, Lot 12.12 |
| Site Location:                 | State Highway Route 9   |
| Current Site Use:              | Vacant, wooded with some open fields  |
| Site Area:                     | 342.3 acres   |
| Site Development Constraints:  | 60 acres of freshwater wetlands   |
| Net Developable Land:          | 282.3 acres   |
| Total Proposed Dwelling Units: | 2,148   |
| Proposed Gross Density:        | 6.3 dwelling units/acre   |
| Proposed Net Density:          | 7.6 dwelling units/acre   |
| Planning Area:                 | Planning Area 2 Suburban and Planning Area 5 Environmentally Sensitive  |
| Sewer Service Area:            | Yes, with sewers to be extended   |

**Site Evaluation**

1. *The site has a clear title and is free of encumbrances which preclude development of affordable housing.* The property is owned by Brunetti. There are no encumbrances that would prevent the development of inclusionary housing on this site.
2. *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has direct access to State Highway Route 9. The site is surrounded by woodlands and some open fields. Sporadic commercial development exists along Route 9. The proposed mixed-use development will create a new center along the highway. It is compatible with surrounding land uses. The site is zoned EDO-3 Economic Development Opportunity and R-20 Residential and will have to be rezoned to permit the mixed-use inclusionary housing and commercial uses.
3. *Adequate sewer and water capacity is available.* The site is located in a sewer service area. Sanitary sewers and water lines will have to be extended to the site, which is to be expected for such a large project in an underdeveloped area.

4. *The site can be developed in accordance with R.S.I.S.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.

*Conclusion:* The site satisfies the evaluation criteria and should be included in the Housing Element and Fair Share Plan.





*Old Bridge Township, Middlesex County, New Jersey*  
 1999 – 2025 HOUSING ELEMENT & FAIR SHARE PLAN







*Old Bridge Township, Middlesex County, New Jersey*  
**1999 – 2025 HOUSING ELEMENT & FAIR SHARE PLAN**

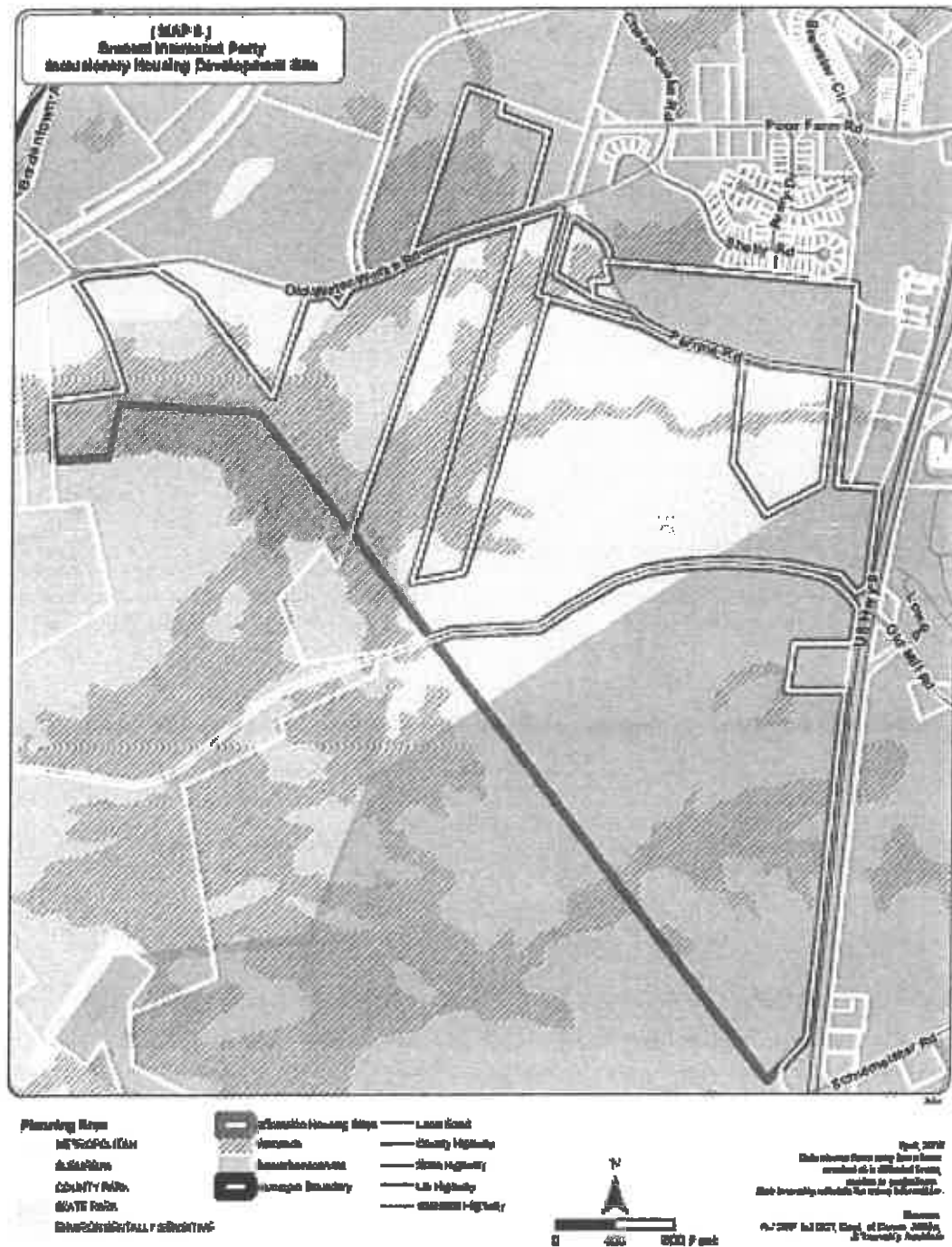




## 1999 – 2025 HOUSING ELEMENT &amp; FAIR SHARE PLAN









**APPENDIX I**  
**DRAFT ZONING MAP**

A larger version of the Zoning Map will be submitted separately.



**APPENDIX J**  
**DRAFT ORDINANCE – INCLUSIONARY HOUSING ZONE 2**  
**(FOXBOROUGH)**

**§ 250-XX. Inclusionary Housing Zone 2**

The zoning district for Block 16000, Lot 1 shall be changed from EDO3 Economic Development Opportunity 3 Zone to IH2 Inclusionary Housing Zone 2.

**A. Permitted principal uses.**

1. Townhouses and
2. Multifamily dwellings.

**B. Permitted accessory uses.**

1. Loading areas as required by Chapter 250;
2. Signage as permitted by Chapter 250;
3. Refuse and recycling enclosures as regulated by Chapter 250;
4. Satellite antennae as regulated by Chapter 250;
5. Fences and walls as regulated by Chapter 250;
6. Swimming pools, playgrounds and other recreational facilities intended to be used by the occupants of the inclusionary housing development in this zone and their guests.
7. Equipment and maintenance sheds.

**C. Bulk, area, yard and height requirements:**

1. Minimum lot area shall be six and one-half (6-1/2) acres.
2. Minimum lot width shall be seven hundred (700) feet.
3. Maximum gross residential density shall be twenty-two and four tenths (22.4) dwelling units per acre and the maximum amount of total dwelling units shall not exceed one hundred fifty (150) dwelling units.
4. Minimum front yard from the lot boundary line for permitted principal and accessory uses shall be seventy-five (75) feet, and minimum rear and side yards from the lot boundary line for permitted principal and accessory uses shall be fifty (50) feet.
5. Maximum lot coverage shall be sixty-five percent (65%).
6. Minimum landscape buffer, which shall be provided in accordance with this chapter, from any lot boundary line shall be fifteen (15) feet.
7. Minimum landscape ratio shall be twenty-five hundredths (0.25).
8. Maximum height for principal structures shall be three (3) stories or fifty-five (55) feet.
9. Maximum height for accessory structures shall be one (1) stories or twenty (20) feet.
10. Maximum gross floor area of accessory buildings shall be one thousand (1,000) square feet.



**D. Building requirements.**

**1. Maximum number of dwellings unit per building**

- a. Multifamily buildings shall not exceed one hundred fifty (150) dwelling units.
- b. Townhouse buildings shall not exceed eight (8) dwelling units.

**2. Maximum length of buildings.**

- a. Multifamily buildings shall not exceed four hundred ninety (490) feet in length.
- b. Townhouse buildings shall not exceed two hundred (200) feet in length.

**3. Minimum building façade articulation.**

- a. Multifamily buildings shall be provide an offset of two (2) feet every one hundred (100) feet.
- b. Townhouse buildings shall provide an offset of two (2) feet for every four (4) dwelling units.
- c. All multifamily and townhouse buildings should be designed with architectural features that minimize the impact of any long expanse of wall by employing techniques such as variation in color, materials, articulation and roof lines.

**4. Minimum separation between buildings.**

- a. Building window wall to building window wall
  - (1) Multifamily buildings shall be separated by at least thirty (30) feet.
  - (2) Townhouse buildings shall be separated by at least twenty five (25) feet.
- b. Building window wall for multifamily and townhouse buildings to end wall or building corner for multifamily and townhouse buildings shall be twenty (20) feet.
- c. Building window wall for multifamily and townhouse buildings to window or end wall of clubhouse shall be twenty-five (25) feet.
- d. Building wall for multifamily and townhouse buildings to wall of freestanding accessory buildings and structures shall be twenty (20) feet.

**5. Minimum building setbacks from curb faces, parking spaces, driveways and internal street that are private shall be ten (10) feet, except for covered drop-off areas to building, which covered drop-off area shall not exceed one hundred fifty (150) feet in length.**

**E. Inclusionary housing requirements.**

**1. Market-rate dwelling units shall total no more than one hundred twenty (120).**

2. Affordable dwelling units, which are defined by state statute, shall total at least thirty (30) dwelling units, which is twenty percent (20%) of the overall total dwelling units consisting of one hundred fifty (150). The affordable dwelling units shall be rental units.
3. Five (5) very low-income affordable rental dwelling units, which is fifteen (15%) percent of the thirty (30) affordable dwelling units shall be provided.
4. The affordable housing shall be provided, including, but not limited to, market-rate and affordable housing phasing, bedroom distribution, accessibility requirements and other requirements, in accordance with Old Bridge Township ordinances and New Jersey State statutes and regulations.

**APPENDIX K**  
**DRAFT ORDINANCES – INCLUSIONARY HOUSING ZONE 1**  
**AND**  
**HOSPITAL ZONE**  
**(AVALON BAY)**

**§ 250-XX. Inclusionary Housing Zone 1**

The zoning district for Block 17000, Lots 5, 6.11 and 28.112 shall be changed from R120 Residential to IH1 Inclusionary Housing Zone 1.

**F. Definitions.**

1. **DWELLING, MULTIFAMILY** – A building on one lot, used and designed as a residence for three (3) or more households living independently of each other and separated by either vertical, horizontal or both vertical and horizontal construction.
2. **DWELLING, TOWNHOUSE** – A dwelling consisting of more than two (2) attached single-family residences, constructed in a continuous row, in a development within which each residential unit is primarily a vertical construction unit.

**G. Permitted principal uses.**

3. Townhouses as defined in this section; and
4. Multifamily dwellings as defined in this section.

**H. Permitted accessory uses.**

8. Parking areas and lots as required by Chapter 250;
9. Loading areas as required by Chapter 250;
10. Signage as permitted by Chapter 250 and this section;
11. Refuse and recycling enclosures as regulated by Chapter 250;
12. Satellite antennae as regulated by Chapter 250;
13. Fences and walls as regulated by Chapter 250;
14. Roadways, driveways and utilities as regulated by Chapter 250;
15. Swimming pools, playgrounds and other recreational facilities intended to be used by the occupants of the inclusionary housing development in this zone and their guests;
16. Clubhouse intended to be used by the occupants of the inclusionary housing development in this zone and their guests;
17. Leasing office;
18. Model apartment of multifamily dwelling and/or townhouse dwelling which shall not be used for residential occupancy;
19. Property management office; and
20. Private garages, attached or detached, to be used by occupants of the inclusionary housing development in this zone.

**I. Bulk, area, yard and height requirements:**

11. Minimum lot area shall be ninety (90) acres.
12. Minimum lot width shall be three hundred (300) feet.

13. Maximum gross residential density shall be two-and-eight tenths (2.8) dwelling units per acre and the maximum amount of total dwelling units shall not exceed two hundred fifty two (252) dwelling units.
14. Minimum front, rear and side yards from the lot boundary line for permitted principal and accessory uses shall be fifty (50) feet.
15. Maximum lot coverage shall be twenty five percent (25%).
16. Minimum landscape buffer, which shall be provided in accordance with this chapter, from any lot boundary line shall be fifty (50) feet.
17. Minimum landscape ratio shall be fifty hundredths (0.50).
18. Maximum height for principal structures shall be three-and-one-half (3-1/2) stories or fifty-five (55) feet.
19. Maximum height for accessory structures shall be two (2) stories or thirty-two (32) feet.
20. Maximum gross floor area of accessory buildings shall be ten thousand (10,000) square feet.
21. Minimum open space and recreation area shall be seventy percent (70%) of the lot area.

J. Building requirements.

6. Maximum number of dwellings unit per building

- c. Multifamily buildings shall not exceed thirty-six (36) dwelling units.
- d. Townhouse buildings shall not exceed eight (8) dwelling units.

7. Maximum length of buildings.

- c. Multifamily buildings shall not exceed two hundred twenty-five (225) feet in length.
- d. Townhouse buildings shall not exceed two hundred (200) feet in length.

8. Minimum building façade articulation.

- d. Multifamily buildings shall be provide an offset of two (2) feet every one hundred (100) feet.
- e. Townhouse buildings shall provide an offset of two (2) feet for every four (4) dwelling units.
- f. All multifamily and townhouse buildings should be designed with architectural features that minimize the impact of any long expanse of wall by employing techniques such as variation in color, materials, articulation and roof lines.

9. Minimum separation between buildings.

- e. Building window wall to building window wall  
(3) Multifamily buildings shall be separated by at least thirty (30) feet.

- (4) Townhouse buildings shall be separated by at least twenty five (25) feet.
- f. Building window wall for multifamily and townhouse buildings to end wall or building corner for multifamily and townhouse buildings shall be twenty (20) feet.
- g. Building window wall for multifamily and townhouse buildings to window or end wall of clubhouse shall be twenty-five (25) feet.
- h. Building wall for multifamily and townhouse buildings to wall of freestanding accessory buildings and structures shall be twenty (20) feet.

10. Minimum building setbacks from curb faces, parking spaces, driveways and internal street that are private shall be ten (10) feet.

**K. Inclusionary housing requirements.**

- 5. Market-rate dwelling units shall total no more than two hundred fourteen (214).
- 6. Affordable dwelling units, which are defined by state statute, shall total at least thirty eight (38) dwelling units, which is fifteen percent (15%) of the overall total dwelling units consisting of two hundred fifty two (252). The affordable dwelling units shall be rental units.
- 7. Six (6) very low-income affordable rental dwelling units, which is fifteen (15%) of the thirty-eight (38) affordable dwelling units shall be provided.
- 8. The affordable housing shall be provided, including, but not limited to, market-rate and affordable housing phasing, bedroom distribution, accessibility requirements and other requirements, in accordance with Old Bridge Township ordinances and New Jersey State statutes and regulations.

**L. Signage.**

- 1. Signage for the inclusionary housing development in the IH1 Inclusionary Housing Zone 1 shall comply with the following requirements:
  - a. Section 250-52.A. and G.
  - b. One (1) site identification sign shall be permitted for the inclusionary housing development in the IH1 Inclusionary Housing Zone 1 on the adjoining parcel of land identified as Block 17000, Lots 28.11, 28.12 and 28.111 in the H Hospital Zone at the intersection of the inclusionary housing access road and Ferry Road.
    - (1) The sign shall be designed as a monument-type sign.
    - (2) Maximum sign area shall be thirty-two (32) square feet. The sign may be two-sided with one side utilized for calculating sign area in accordance with this chapter.
    - (3) Maximum sign height shall be eight (8) feet.
    - (4) The sign shall be setback at least ten (10) feet from the right-of-way line of Ferry Road and at least twenty (20) feet from the edge of pavement of the access road.

(5) The sign may be externally or internally lit.

- c. All other signage for the inclusionary housing development shall comply with § 250-52.F.(3).

**M. Parking requirements.**

- 1. Parking shall comply with Chapter 250.
- 2. Parking for the lease office and property management office shall be provided at a minimum rate of one (1) parking space per two hundred fifty (250) square feet of gross floor area of building.
- 3. Parking for the clubhouse shall be provided at a minimum rate of one (1) parking space per seven hundred fifty (750) square feet of gross floor area of building.
- 4. Parking for centralized refuse and recycling enclosures shall be provided at a minimum rate of one (1) parking space per one hundred (100) dwelling units.

**§ 250-XX. Hospital Zone**

The zoning district for Block 17000, Lots 28.11, 28.12 and 28.111 shall be changed from EDO3 Economic Development Opportunity 3 to H Hospital Zone.

**A. Permitted principal uses.**

1. Hospitals;
2. Nursing, rest and convalescent homes;
3. Sanitariums; and
4. Medical and dental offices.

**B. Permitted accessory uses.**

1. Parking lots as required by Chapter 250;
2. Loading areas as required by Chapter 250;
3. Signage as permitted by Chapter 250;
4. Trash enclosures as regulated by Chapter 250;
5. Satellite antennae as regulated by Chapter 250;
6. Fences and walls as regulated by Chapter 250;
7. Roadways, driveways and utilities as regulated by Chapter 250;
8. Signage for adjacent inclusionary housing development in the IH1 Inclusionary Housing Zone 1 on Block 17000, Lots 5, 6.11 and 28.112 as permitted and regulated by Chapter 250;
9. Roadways, driveways, utilities and pedestrian access serving adjacent inclusionary housing development in the IH1 Inclusionary Housing Zone 1 on Block 17000, Lots 5, 6.11 and 28.112 as permitted and regulated by Chapter 250.

**C. Bulk, area, yard and height requirements:**

1. Minimum lot area shall be twenty-three (23) acres.
2. Minimum lot width shall be three hundred (300) feet.
3. Maximum floor area ratio shall be thirty-five hundredths (0.35).
4. Minimum front, rear and side yards for permitted principal and accessory uses shall be one hundred (100) feet.
5. Maximum lot coverage shall be sixty percent (60%).
6. Minimum landscape buffer, which shall be provided in accordance with this chapter, from any property line shall be fifty (50) feet.
7. Minimum landscape ratio shall be thirty-five hundredths (0.35).
8. The height of principal structures may exceed the maximum height requirements of this chapter provided, however, that the front, rear and side yard requirements set forth above shall be increased by one foot for each foot by which the height of the structure exceed the maximum height which would be otherwise permitted by this chapter, and further provided that in no case shall any proposed structure exceed fifty (50) feet in height.



9. Maximum height for accessory structures shall be two (2) stories or thirty (30) feet.

**D. Signage.**

1. Signage for permitted principal uses shall comply with § 250-52.A., C. and G.
2. Signage for adjacent inclusionary housing development in the IH1 Inclusionary Housing Zone 1 on Block 17000, Lots 5, 6.11 and 28.112 shall comply with the following requirements:
  - a. Section 250-52.A. and G.
  - b. In addition to signage permitted for permitted principal uses in the H Hospital zone, one (1) site identification sign shall be permitted for the adjacent inclusionary housing development in the IH1 Inclusionary Housing Zone 1 on Block 17000, Lots 5, 6.11 and 28.112 at the intersection of the inclusionary housing access road and Ferry Road.
  - c. The sign shall be designed as a monument-type sign.
  - d. Maximum sign area shall be thirty-two (32) square feet. The sign may be two-sided with one side utilized for calculating sign area in accordance with this chapter.
  - e. Maximum sign height shall be eight (8) feet.
  - f. The sign shall be setback at least ten (10) feet from the right-of-way line of Ferry Road and at least twenty (20) feet from the edge of pavement of the access road.
  - g. The sign may be externally or internally lit.

**APPENDIX L**  
**DRAFT ORDINANCE – MIXED USE-INCLUSIONARY HOUSING ZONE**  
**(ALFIERI)**

**§ 250-XX. Mixed Use-Inclusionary Housing Zone**

The zoning district for Block 2150, Lots 411 and 6.13 shall be changed from OG5 Office General 5 to MU-IH Mixed Use-Inclusionary Housing Zone.

**N. Definitions.**

3. **DWELLING, MULTIFAMILY** – A building on one lot, used and designed as a residence for three (3) or more households living independently of each other and separated by either vertical, horizontal or both vertical and horizontal construction.
4. **DWELLING, TOWNHOUSE** – A dwelling consisting of more than two (2) attached single-family residences, constructed in a continuous row, in a development within which each residential unit is primarily a vertical construction unit.

**O. Permitted principal uses.**

5. Townhouses as defined in this section; and
6. Multifamily dwellings as defined in this section.
7. Non-residential uses permitted in the OG5 Office General 5 Zone.

**P. Permitted accessory uses.**

21. Parking areas and lots as required by Chapter 250;
22. Loading areas as required by Chapter 250;
23. Signage as permitted by Chapter 250;
24. Refuse and recycling enclosures as regulated by Chapter 250;
25. Satellite antennae as regulated by Chapter 250;
26. Fences and walls as regulated by Chapter 250;
27. Roadways, driveways and utilities as regulated by Chapter 250;
28. Swimming pools, playgrounds and other recreational facilities intended to be used by the occupants of the inclusionary housing development in this zone and their guests;
29. Clubhouse intended to be used by the occupants of the inclusionary housing development in this zone and their guests;
30. Leasing office;
31. Model apartment of multifamily dwelling and/or townhouse dwelling which shall not be used for residential occupancy;
32. Property management office; and
33. Private garages, attached or detached, to be used by occupants of the inclusionary housing development in this zone.
34. Public walking trails through open space areas.

**Q. Tract requirements:**

1. Minimum tract area shall be ninety-four (94) acres.
2. Maximum gross residential density for tract shall be five-and-six tenths (5.6) dwelling units per acre and the maximum amount of total dwelling units shall not exceed five hundred twenty-nine (529) dwelling units.
3. Minimum amount of non-residential gross floor area shall be two hundred seventeen thousand six hundred (217,600) square feet.

**R. Bulk, area, yard and height requirements:**

**22. Residential Uses:**

- a. Minimum lot area shall be ten (10) acres.
- b. Minimum lot width shall be two hundred (200) feet.
- c. Minimum front, rear and side yards from the lot boundary line for permitted principal and accessory uses shall be fifty (50) feet.
- d. Maximum lot coverage shall be thirty-five percent (35%).
- e. Minimum landscape buffer, which shall be provided in accordance with this chapter, from any lot boundary line shall be fifty (50) feet.
- f. Minimum landscape ratio shall be fifty hundredths (0.50).
- g. Maximum height for principal structures shall be four (4) stories or sixty (60) feet.
- h. Maximum height for accessory structures shall be two (2) stories or thirty-two (32) feet.
- i. Maximum gross floor area of accessory buildings shall be ten thousand (10,000) square feet.
- j. Minimum open space and recreation area shall be fifty percent (50%) of the lot area

**23. Non-residential uses. Non-residential uses shall comply with OG5 Office General 5 Zone requirements.**

**S. Residential building requirements.**

**11. Maximum number of dwellings unit per building**

- e. Multifamily buildings shall not exceed fifty-six (56) dwelling units.
- f. Townhouse buildings shall not exceed eight (8) dwelling units.

**12. Maximum length of buildings.**

- e. Multifamily buildings shall not exceed two hundred twenty-five (225) feet in length.
- f. Townhouse buildings shall not exceed two hundred (200) feet in length.

**13. Minimum building façade articulation.**

- g. Multifamily buildings shall be provide an offset of two (2) feet every one hundred (100) feet.**
- h. Townhouse buildings shall provide an offset of two (2) feet for every four (4) dwelling units.**
- i. All multifamily and townhouse buildings should be designed with architectural features that minimize the impact of any long expanse of wall by employing techniques such as variation in color, materials, articulation and roof lines.**

**14. Minimum separation between buildings.**

- i. Building window wall to building window wall**
  - (5) Multifamily buildings shall be separated by at least thirty (30) feet.**
  - (6) Townhouse buildings shall be separated by at least twenty five (25) feet.**
- j. Building window wall for multifamily and townhouse buildings to end wall or building corner for multifamily and townhouse buildings shall be twenty (20) feet.**
- k. Building window wall for multifamily and townhouse buildings to window or end wall of clubhouse shall be twenty-five (25) feet.**
- l. Building wall for multifamily and townhouse buildings to wall of freestanding accessory buildings and structures shall be twenty (20) feet.**

**15. Minimum building setbacks from curb faces, parking spaces, driveways and internal street that are private shall be ten (10) feet.**

**T. Non-residential building requirements. Non-residential building requirements shall comply with OG5 Office General 5 Zone requirements.**

**U. Inclusionary housing requirements.**

- 9. Market-rate dwelling units shall total no more than four hundred twenty three (423).**
- 10. Affordable dwelling units, which are defined by state statute, shall total at least one hundred six (106) dwelling units, which is fifteen percent (15%) of the overall total dwelling units consisting of five hundred twenty nine (529). The affordable dwelling units shall be rental units.**
- 11. Fourteen (14) very low-income affordable rental dwelling units, which is fifteen (15%) of the one hundred six (106) affordable dwelling units shall be provided.**
- 12. The affordable housing shall be provided, including, but not limited to, market-rate and affordable housing phasing, bedroom distribution, accessibility requirements and other requirements, in accordance with Old Bridge Township ordinances and New Jersey State statutes and regulations.**

V. Residential and non-residential construction phasing.

|   |  |
|---|--|
| <u>Maximum Market-Rate<br/>Dwelling Units Completed</u> | <u>Minimum Non-Residential<br/>Gross Floor Area (sq.ft.) Completed</u> |
| 212   | 60,000   |

The developer shall be permitted to receive building permits for residential dwellings after receipt of the two hundred twelfth (212<sup>th</sup>) Certificate of Occupancy (“CO”) for market-rate dwelling units, but shall not receive further COs for additional market rate units until it has received a CO for sixty thousand (60,000) square feet of non-residential space (shell only, fit out when tenants identified). Upon receipt of a CO for the initial sixty thousand (60,000) square feet of non-residential space, the developer shall be permitted to apply for COs for the remaining two hundred eleven (211) market-rate dwelling units, and there shall be no further restriction on the completion of the market rate residential units related to the completion of non-residential space.

**APPENDIX M**  
**DRAFT ORDINANCE – ROUTE 9 MIXED USE-INCLUSIONARY**  
**HOUSING CENTER ZONE**  
**(BRUNETTI)**

**§ 250-XX. Route 9 Mixed Use-Inclusionary Housing Zone**

The zoning district for Block 5001, Lot 12.12; Block 5002, Lot 14; Block 6302, Lot 9; Block 6303, Lot 6 and portions of Lots 3.11 and 7; and Block 7000, portion of Lot 1.33 shall be changed from EDO3 Economic Development Opportunity 3 Zone to Route 9 MU-IH Mixed Use-Inclusionary Housing Zone.

**W. Definitions.**

5. **COMMERCIAL STREET:** A street that provides access from an adjoining highway to a commercial development within the Route 9 MU-IH Mixed-Use-Inclusionary Housing zoning district. A commercial street shall provide on-site access to commercial development and shall extend to side property lines to connect to future commercial development on adjoining parcels of land within the Route 9 MU-IH zoning district. A commercial street shall have a width of at least thirty feet (30') and shall have concrete curbs and sidewalks and street trees in accordance with the provisions of this ordinance. The design of a commercial street shall employ traffic calming techniques, such as curb bump-outs at intersections and speed tables, where determined by the Township Engineer.
6. **CONVENIENCE STORE:** A retail establishment of greater than 2,000 square feet and up to 5,000 square feet selling primarily food products, household items, newspapers and magazines, candy, and beverages, and freshly prepared foods such as sandwiches and salads for off-premises consumption.
7. **DWELLING, SENIOR ASSISTED LIVING –** A building of no more than four (4) stories and fifty-five (55) in height, on one lot, used and designed as a residence for the frail elderly that provide rooms, meals, personal care and supervision of self-administered medication and may provide other services such as recreational activities, financial services and transportation. Assisted living dwelling units shall be measured in terms of beds. The building shall be deed restricted to permit only senior citizens in accordance with federal regulations for age-restriction.
8. **DWELLING, SENIOR INDEPENDENT LIVING –** A building of no more than four (4) stories and fifty-five (55) feet in height, on one lot, used and designed as a residence for three (3) or more age-restricted households living independently of each other and separated by either vertical, horizontal or both vertical and horizontal construction. The building shall be deed restricted to permit only senior citizens in accordance with federal regulations for age-restriction.
9. **DWELLING, MULTIFAMILY –** A building no more than four (4) stories and fifty-five (55) feet in height, on one lot, used and designed as a residence for three (3) or more households living independently of each other and separated by either vertical, horizontal or both vertical and horizontal construction.
10. **DWELLING, TOWNHOUSE –** A dwelling consisting of more than two (2) attached single-family residences, constructed in a continuous row, in a development within which each residential unit is primarily a vertical construction unit.
11. **MINI MART:** A retail establishment of up to 2,000 square feet that is located on the same lot and is accessory to a gasoline station.



**X. Permitted principal uses.**

**8. Residential uses shall be permitted in the following manner:**

- a. Detached single-family dwellings that are permitted in the R-9 Medium High Density Residential Zone.
- b. Assisted living dwellings as defined in this section.
- c. Independent living dwellings as defined in this section.
- d. Multifamily dwellings as defined in this section.
- e. Townhouse dwellings as defined in this section.

**9. Non-residential uses shall be permitted in the following manner:**

- a. Principal non-residential uses that are permitted in the EDO3 Economic Development Opportunity 3 Zone shall be provided in concentrated areas along Route 9 and the northeastern corner of the tract of land.
- b. Shopping centers that are permitted in the C-R Regional Commercial Shopping Zone shall be provided in the southernmost portion of the tract of land along Route 9.
- c. Light industrial uses that are permitted in the SD Special Development Zone shall be provided in the northern and northwestern portions of the tract of land that abuts the existing SD Zone situated directly to the west.
- d. Municipal and governmental uses that are permitted in the C-R Regional Commercial Shopping Zone and SD Special Development Zones.
- e. Public transport centers including structured and on-grade parking facilities, bus stations and transfer centers for commuters.

**Y. Permitted accessory uses.**

- 35. Parking areas and lots as required by Chapter 250;
- 36. Loading areas as required by Chapter 250;
- 37. Signage as permitted by Chapter 250 and this section;
- 38. Refuse and recycling enclosures as regulated by Chapter 250;
- 39. Satellite antennae as regulated by Chapter 250;
- 40. Fences and walls as regulated by Chapter 250;
- 41. Roadways, driveways and utilities as regulated by Chapter 250;
- 42. Swimming pools, playgrounds and other recreational facilities intended to be used by the occupants of the inclusionary housing development in this zone and their guests;
- 43. Clubhouse intended to be used by the occupants of the inclusionary housing development in this zone and their guests;
- 44. Leasing office;
- 45. Model apartment of multifamily dwelling and/or townhouse dwelling which shall not be used for residential occupancy;
- 46. Property management office; and

47. Private garages, attached or detached, to be used by occupants of the inclusionary housing development in this zone.

Z. Conditionally permitted uses. The land uses that are conditionally permitted in the Route 9 MU-IH Mixed Use-Inclusionary Housing Zone (As established by the North American Industrial Classification System (NAICS)) are set forth herein below, except as otherwise indicated:

1. All conditionally permitted uses in the EDO3 Economic Development Opportunity 3 Zone shall be permitted with the following exceptions:

a. Gasoline stations, including gasoline station with convenience store or mini mart and convenience store serving gasoline shall have a minimum lot size of two (2) acres. All other conditional requirements shall be met.

2. Hospitals and nursing homes as conditionally permitted in § 250-41.F.

**AA. Tract requirements:**

4. Minimum tract area shall be three hundred ninety (390) acres.

5. Maximum gross residential density for tract shall be six-and-three tenths (6.3) dwelling units per acre and the maximum amount of total dwelling units shall not exceed two thousand one hundred forty eight (2,148) dwelling units.

6. Minimum amount of non-residential gross floor area shall be one million (1,000,000) square feet.

**BB. Bulk, area, yard and height requirements:**

**24. Residential Uses:**

k. Detached single-family dwellings shall comply with bulk, area, yard and height requirements of the R-9 Medium High Density Residential Zone.

l. Assisted living dwellings and independent living dwellings.

(1) Minimum lot area shall be twenty (20) acres.

(2) Minimum lot width shall be five hundred (500) feet.

(3) Minimum front, rear and side yards from the lot boundary line for permitted principal and accessory uses shall be thirty-five (35) feet.

(4) Maximum lot coverage shall be fifty percent (50%).

(5) Minimum landscape buffer, which shall be provided in accordance with this chapter, from any lot boundary line shall be twenty (20) feet.

(6) Minimum landscape ratio shall be thirty hundredths (0.30).

(7) Maximum height for principal structures shall be four (4) stories or fifty (50) feet.

(8) Maximum height for accessory structures shall be two (2) stories or thirty-two (32) feet.

- (9) Maximum gross floor area of accessory buildings shall be ten thousand (10,000) square feet.
- (10) Minimum open space and recreation area shall be thirty-five percent (35%) of the lot area.

**m. Multifamily dwellings.**

- (1) Minimum lot area shall be ten (10) acres.
- (2) Minimum lot width shall be two hundred (200) feet.
- (3) Minimum front, rear and side yards from the lot boundary line for permitted principal and accessory uses shall be thirty-five (35) feet.
- (4) Maximum lot coverage shall be fifty percent (50%).
- (5) Minimum landscape buffer, which shall be provided in accordance with this chapter, from any lot boundary line shall be twenty (20) feet.
- (6) Minimum landscape ratio shall be thirty hundredths (0.30).
- (7) Maximum height for principal structures shall be four (4) stories or fifty (50) feet.
- (8) Maximum height for accessory structures shall be two (2) stories or thirty-two (32) feet.
- (9) Maximum gross floor area of accessory buildings shall be ten thousand (10,000) square feet.
- (10) Minimum open space and recreation area shall be thirty-five percent (35%) of the lot area.

**n. Townhouse dwellings.**

- (1) Minimum lot area shall be five (5) acres.
- (2) Minimum lot width shall be two hundred (200) feet.
- (3) Minimum front, rear and side yards from the lot boundary line for permitted principal and accessory uses shall be fifty (50) feet.
- (4) Maximum lot coverage shall be thirty-five percent (35%).
- (5) Minimum landscape buffer, which shall be provided in accordance with this chapter, from any lot boundary line shall be fifty (50) feet.
- (6) Minimum landscape ratio shall be fifty hundredths (0.50).
- (7) Maximum height for principal structures shall be three (3) stories or forty (40) feet.
- (8) Maximum height for accessory structures shall be one-and-one-half (1-1/2) stories or twenty (20) feet.
- (9) Maximum gross floor area of accessory buildings shall be two thousand (2,000) square feet.
- (10) Minimum open space and recreation area shall be fifty percent (50%) of the lot area.

**25. Non-residential uses.**

- a. Principal non-residential uses that are permitted in the EDO3 Economic Development Opportunity 3 Zone shall comply with bulk, area, yard and height requirements of the EDO3 Zone.
- b. Shopping centers that are permitted in the C-R Regional Commercial Shopping Zone shall comply with bulk, area, yard and height requirements of the C-R Zone.
- c. Light industrial uses that are permitted in the SD Special Development Zone shall comply with bulk, area, yard and height requirements of the SD Zone.
- d. Municipal and governmental uses that are permitted in the C-R Regional Commercial Shopping Zone and SD Special Development Zones.

- (1) Minimum lot area shall be four (4) acres.
- (2) Minimum lot width shall be two hundred (200) feet.
- (3) Minimum front, rear and side yards from the lot boundary line for permitted principal and accessory uses shall be twenty-five (25) feet.
- (4) Maximum lot coverage shall be fifty percent (50%).
- (5) Minimum landscape buffer, which shall be provided in accordance with this chapter, from any lot boundary line shall be fifteen (15) feet.
- (6) Minimum landscape ratio shall be twenty hundredths (0.20).
- (7) Maximum height for principal structures shall be three (3) stories or forty (40) feet.
- (8) Maximum height for accessory structures shall be one-and-one-half (1-1/2) stories or twenty (20) feet.
- (9) Minimum open space shall be thirty percent (30%) of the lot area.

- e. Public transport centers including structured and on-grade parking facilities, bus stations and transfer centers for commuters.

- (1) Minimum lot area shall be five (5) acres.
- (2) Minimum lot width shall be two hundred (200) feet.
- (3) Minimum front, rear and side yards from the lot boundary line for permitted principal and accessory uses shall be twenty-five (25) feet.
- (4) Maximum lot coverage shall be seventy-five percent (75%).
- (5) Minimum landscape buffer, which shall be provided in accordance with this chapter, from any lot boundary line shall be fifteen (15) feet.
- (6) Minimum landscape ratio shall be twenty hundredths (0.20).
- (7) Maximum height for principal structures shall be one-and-one-half (1-1/2) stories or twenty (20) feet.
- (8) Maximum height for accessory structures shall be one-and-one-half (1-1/2) stories or twenty (20) feet.
- (9) Minimum open space shall be twenty percent (20%) of the lot area.

**CC. Residential building requirements.**

**16. Maximum number of dwellings unit per building**

- g. Assisted living and independent living buildings shall not exceed two hundred (200) dwelling units.**
- h. Multifamily buildings shall not exceed four hundred eighty (480) dwelling units.**
- i. Townhouse buildings shall not exceed eight (8) dwelling units.**

**17. Maximum length of buildings.**

- g. The maximum length of assisted living, independent living and multifamily buildings shall be determined on a case-by-case basis by the reviewing board, with consideration given to the number of dwelling units in the building, the height of the building and the building's scale and proportion relative to adjacent buildings.**
- h. Townhouse buildings shall not exceed two hundred (200) feet in length.**

**18. Minimum building façade articulation.**

- j. The minimum building façade articulation for assisted living, independent living and multifamily buildings shall be determined on a case-by-case basis by the reviewing board, with consideration given to the number of dwelling units in the building, the height of the building and the building's scale and proportion relative to adjacent buildings.**
- k. Townhouse buildings shall provide an offset of two (2) feet for every four (4) dwelling units.**
- l. All multifamily and townhouse buildings should be designed with architectural features that minimize the impact of any long expanse of wall by employing techniques such as variation in color, materials, articulation and roof lines.**

**19. Minimum separation between buildings.**

- m. Building window wall to building window wall**
  - (7) Assisted living, independent living and multifamily buildings shall be separated by at least thirty (30) feet.**
  - (8) Townhouse buildings shall be separated by at least twenty five (25) feet.**
- n. Building window wall for assisted living, independent living, multifamily and townhouse buildings to end wall or building corner for multifamily and townhouse buildings shall be twenty (20) feet.**
- o. Building window wall for assisted living, independent living, multifamily and townhouse buildings to window or end wall of clubhouse shall be twenty-five (25) feet.**

- p. Building wall for assisted living, independent living, multifamily and townhouse buildings to wall of freestanding accessory buildings and structures shall be twenty (20) feet.

20. Minimum building setbacks from curb faces, parking spaces, driveways and internal street that are private shall be ten (10) feet.

**DD. Non-residential building requirements.**

- 1. Principal non-residential uses that are permitted in the EDO3 Economic Development Opportunity 3 Zone shall comply with building requirements of the EDO3 Zone.
- 2. Shopping centers that are permitted in the C-R Regional Commercial Shopping Zone shall comply with building requirements of the C-R Zone.
- 3. Light industrial uses that are permitted in the SD Special Development Zone shall comply with building requirements of the SD Zone.

**EE. Inclusionary housing requirements.**

- 13. Market-rate dwelling units shall total no more than one thousand seven hundred eighteen (1,718) of which no more than 1,026 (one thousand twenty-six) shall be market-rate family dwelling units and at least six hundred ninety two (692) shall be age-restricted dwelling units.
- 14. Affordable dwelling units, which are defined by state statute, shall total at least four hundred thirty (430) dwelling units, which is twenty percent (20%) of the overall total dwelling units consisting of two thousand one hundred forty eight (2,148). The affordable dwelling units shall consist of two hundred ninety nine (299) family rental units and one hundred thirty one (131) age-restricted rental units.
- 15. Fifty-six (56) very low-income affordable rental dwelling units, which is thirteen percent (13%) of the four hundred thirty (430) affordable dwelling units shall be provided. Seventeen (17) age-restricted affordable dwelling units shall be provided for very low-income households, of which nine (9) shall be provided among the age-restricted affordable multifamily dwelling units, five (5) shall be provided among the age-restricted affordable independent living dwelling units and three (3) shall be provided among the age-restricted affordable assisted living dwelling units. Thirty-nine (39) affordable family dwelling units shall be provided to very low-income households.
- 16. The affordable housing shall be provided, including, but not limited to, market-rate and affordable housing phasing, bedroom distribution, accessibility requirements and other requirements, in accordance with Old Bridge Township ordinances and New Jersey State statutes and regulations.

**FF. Residential and non-residential construction phasing.**

Maximum Market-Rate

Minimum Non-Residential

| <u>Dwelling Units Completed</u> | <u>Gross Floor Area (sq.ft.) Completed</u> |
|---------------------------------|--|
| 200                             | 100,000                                    |
| 300/500 cumulative              | 100,000/200,000 cumulative                 |
| 350/850 cumulative              | 150,000/350,000 cumulative                 |
| 400/1,250 cumulative            | 200,000/550,000 cumulative                 |
| 400/1,650 cumulative            | 200,000/750,000 cumulative                 |

The developer shall be permitted to receive building permits after receipt of the two hundredth (200<sup>th</sup>) Certificate of Occupancy ("CO") for market-rate dwelling units, but shall not receive further COs for additional market rate units until it has received a CO for one hundred thousand (100,000) square feet of non-residential space (shell only, fit out when tenants identified). The developer shall be permitted to receive building permits for an additional three hundred (300) market-rate dwelling units, but shall not receive COs for the additional three hundred (300) market-rate dwelling units until it has received a CO for an additional one hundred thousand (100,000) square feet of non-residential space (shell only, fit out when tenants identified). The developer shall be permitted to receive building permits for an additional three hundred fifty (350) market-rate dwelling units, but shall not receive COs for the additional three hundred fifty market-rate dwellings until it has received a CO for an additional one hundred fifty thousand (150,000) square feet of non-residential space (shell only, fit out when tenants identified). The developer shall be permitted to receive building permits for an additional four hundred (400) market-rate dwelling units, but shall not receive COs for the additional three hundred fifty market-rate dwellings until it has received a CO for an additional two hundred thousand (200,000) square feet of non-residential space (shell only, fit out when tenants identified). The developer shall be permitted to receive building permits for an additional four hundred (400) market-rate dwelling units, but shall not receive COs for the additional three hundred fifty market-rate dwellings until it has received a CO for an additional two hundred thousand (200,000) square feet of non-residential space (shell only, fit out when tenants identified). Upon receipt of COs for the cumulative seven hundred fifty thousand (750,000) square feet of non-residential space, the developer shall be permitted to apply for COs for the remaining sixty-eight (68) market-rate dwelling units, and there shall be no further restriction on the completion of the market rate residential units related to the completion of non-residential space.

GG.Signage. Signage shall comply with § 250-52.D. of the Land Development Ordinance, with the following exception:

1. Freestanding signs located along Route 9 shall be the monument type with a masonry base that is complemented with landscaping, shall not exceed twenty-five (25) feet in height, shall not exceed two hundred fifty (250) square feet in area for each side of the sign that is limited to two (2) sides on which information is provided.
2. Freestanding signs located along internal roads of the tract of land to be developed shall be the monument type with a masonry base that is complemented with landscaping, shall not exceed twelve (12) feet in height, shall not exceed one hundred forty four (144) square feet in area for each side of the sign that is limited to two (2) sides on which information is provided.

**HH. Design standards.**

**1. Orientation and spacing of buildings:**

- a. The longer of the front facades of commercial buildings shall be oriented, as reasonably as possible, to be parallel to adjoining highways, roads and commercial streets.
- b. The front facades of commercial buildings shall be aligned, as reasonably as possible, to one another.
- c. Commercial buildings shall be oriented toward adjoining public rights-of-way of highways and roads.

**2. Site lighting.** Site Lighting shall comply with section 250-75 of the Land Development Ordinance, with the following exceptions:

- a. All street lamps shall be of an antique style as depicted in the illustration entitled, Street Lamp Detail, no. TCD 19 of the Town Centre District. Box-type and cobra-head-type shall be prohibited.
- b. Pedestrian lighting shall have a maximum height of eight (8) feet.

**3. Buffers and Landscaping:**

- a. Buffers shall comply with section 250-54 of the Land Development Ordinance.
- b. Landscaping shall comply with section 250-74 of the Land Development Ordinance.

**4. Street furniture:**

- a. Benches, trash receptacles and planters shall be provided in common sitting areas and, when provided, at bus stops.
- b. Bicycle parking spaces for bicycle racks shall be provided at the following rates: minimum one (1) space per seven thousand five hundred square feet of gross floor area for non-residential uses.

**5. Sidewalk, Street, Parking and Commercial Building Relationships:**

- a. Sidewalks, which are at least five (5) feet wide, shall be integrated connecting all parking areas throughout the site.
- b. Sidewalks, which are at least five (5) feet wide, shall be provided along both sides of all commercial streets.
- c. Sidewalks, which are at least twelve (12) feet wide, shall be provided along the front access areas to commercial buildings.
- d. Sidewalks, which are at least six (6) feet wide, shall be provided along the frontage of the site.



- e. Parking areas and commercial buildings shall be separated by a minimum distance of fifteen (15) feet.
- f. Commercial streets shall extend to the side property line when adjoining sites are zoned EDO-1 so as to provide future street connections. In the event there are no adjoining sites zoned EDO, commercial streets may not be extended to the side property line unless the Board finds it advantageous to provide for a future street connection on an adjoining site.

**APPENDIX N**  
**DRAFT COURT SETTLEMENT AGREEMENT**

**In the Matter of the Application of the Township of Old Bridge for Substantive  
Certification of its Obligations Under the Fair Housing Act,  
Docket No. MID-L-003997-15**

**DRAFT SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 by and among the Township of Old Bridge, Middlesex County, declaratory plaintiff in the above-captioned matter, which has an address of 1 Old Bridge Plaza, Old Bridge New Jersey 08857 (hereafter sometimes referred to as "the Township" or "Old Bridge"); Intervenor/ Defendant, AvalonBay Communities, Inc. ("AvalonBay"), with an address of 517 Route 1 South, Suite 5500, Iselin, New Jersey 08830; Intervenor/Defendant, Alfieri-Old Bridge Associates, LLC ("Alfieri") with an address of 399 Thornall, Suite 15, Edison, NJ 08837 ("Alfieri"); Intervenor/ Defendant, Foxborough Village Associates ("Foxborough"), with an address of 600 South Livingston Avenue, Suite 102, Livingston, , New Jersey 07039; and Intervenor/Defendant Fair Share Housing Center, a non-profit organization, with an address of 510 Park Boulevard, Cherry Hill, New Jersey, 08002 ("FSHC")(collectively referred to as "the Defendants"); and interested parties, The Oaks at Glenwood, LLC, Wharton Improvement Corp., and John J. Brunetti(collectively referred to as "Brunetti"), 1655 U.S 9, Old Bridge, New Jersey, 08857.

**WITNESSETH:**

WHEREAS, on December 31, 2008, the Township petitioned the Council on Affordable Housing ("COAH") for substantive certification of a Housing Element and Fair Share Plan addressing its total 1987-2018 affordable housing obligation based on rules appearing at N.J.A.C.5:97 and on July 8, 2009 received substantive certification from COAH; and

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

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

WHEREAS, the New Jersey Supreme Court established a transitional process in which municipalities were permitted to file declaratory judgment actions focused on whether the municipality's housing plan meets its Mount Laurel affordable housing obligations; and

WHEREAS, the New Jersey Supreme Court provided that a trial court's evaluation of a municipality's plan that had received substantive certification, as supplemented or amended, may result in the municipality's receipt of the judicial equivalent of substantive certification and accompanying protection as provided under the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et. seq.; and

WHEREAS, on July 7, 2015, in accordance with the Supreme Court's decision, the Township filed a declaratory action that is captioned In the Matter of the Application of the Township of Old Bridge for a Judgment of Compliance of Its Third Round Housing Element and Fair Share Plan, Docket No. MID-L-3997-15; and

WHEREAS, Intervenor/Defendant AvalonBay, is the contract purchaser of real property within the Township, which real property is identified on the Township tax maps as Block 17000, Lots 5, 6.11 and 28.112 and has contractual rights to obtain an easement over Block 17000, Lot 28.11 (collectively, the "AvalonBay Property");

WHEREAS, AvalonBay was permitted to intervene in this matter by Order dated July 31, 2015, and did in fact intervene through the filing of an Answer; and

WHEREAS, Intervenor/Defendant Alfieri Old Bridge, is the owner of real property within the Township, which real property is identified on the Township tax maps as Block 2150, Lots 4.11 and 6.13, which property consists of approximately ninety four (94) acres (the “Alfieri Property”);

WHEREAS, Alfieri was permitted to intervene in this matter by order dated July 31, 2015, and did in fact intervene through the filing of an Answer; and

WHEREAS, Intervenor/Defendant Foxborough, is the owner of real property within the Township, which real property is identified on the Township tax maps as Block 16000, Lot 1 (the “Foxborough Property”);

WHEREAS, Foxborough was permitted to intervene in this matter by order dated October 8, 2015, and did in fact intervene through the filing of an Answer; and

WHEREAS, FSHC was permitted to intervene in this matter by order dated February \_\_, 2016, and did in fact intervene through the filing of an Answer; and

WHEREAS, Brunetti is the owner of real property within the Township has not intervened, however, it is permitted to participate as a defendant in this matter as is contemplated by this Agreement for the purpose of entering into and being subject to the terms of this Agreement. Brunetti owns the following real properties in the Township that are the subject of this agreement totaling approximately 342.28 acres:

The Oaks at Glenwood, LLC

Portion of Block 6303, Lot 3.11

Portion of Block 6303, Lot 7

Portion of Block 7000, Lot 1.13

Wharton Improvement Corp.

Block 6303, Lot 6

Block 5002, Lot 14

John J. Brunetti

Block 6302, Lot 9

Block 5001, Lot 12.12

; and

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

WHEREAS, the Township and the Intervening and Participating Defendants have agreed to settle this litigation by entering into this Settlement Agreement and requests that the Superior Court, Middlesex County, find that this Agreement, and the approach to meeting the Township's Prior Round and Third Round Mount Laurel obligations, as detailed herein, is fair to the interests of lower-income New Jerseyans and entitles the Township to protection from Mount Laurel litigation for a period of ten years from the date of the order entered by the court approving this Settlement Agreement; and

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

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

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

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

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

1. **Incorporation of Recitals.** The parties incorporate the foregoing recitals as incorporated herein and made a part hereof.
2. **Purpose of Agreement.** The purpose and intent of this Agreement is to settle the pending litigation on terms that are fair to lower-income households in accordance with the requirements of Mount Laurel IV and the Mount Laurel doctrine through the provision of a realistic opportunity for affordable housing on the terms set forth herein.

3. **Establishment of fair share obligation.** In accordance with Morris County Fair Housing Council, supra, 197 N.J. Super. at 364, the parties agree to the following as to the Township's Prior Round and Third Round fair share obligations:

a. The Prior Round need, as originally determined by COAH in 1994 for the period 1987-1999, is 439.

b. The Present Need, as agreed upon by the parties based upon implementing the directives of Mount Laurel IV using 2010 Census data, is 127.

c. The prospective need is for the period 1999-2025, and is calculated as follows: David N. Kinsey, PhD, FAICP, PP, in collaboration with FSHC, in July 2015 calculated the fair share obligation for Old Bridge for the period 1999-2025 as 2142 units, utilizing a methodology that Dr. Kinsey and FSHC contend is consistent with the Prior Round methodology with the most up to date available data. Although the Township does not concede nor does it agree that this is an accurate calculation of the Township's fair share obligation, the parties agree for settlement purposes to utilize this calculation as the basis for the prospective need, but makes the following adjustments to this calculation:

i. A reduction in the calculation agreed to by the parties as a settlement incentive, which reduces the obligation to 1396.

ii. Credits as set forth on the Summary of the Plan ("Plan Summary") annexed hereto at Exhibit A.

4. **Fair share compliance.** A Plan Summary for meeting the above-reference fair share obligations, Exhibit A, shall be implemented and adopted in a more complete form as the Township's formal Housing Element and Fair Share Plan ("HEFSP"), a draft of which is annexed as Exhibit B. After this Settlement Agreement is approved by the Court, the Township



will act diligently and with continuity of purpose to finalize the HEFSP as an amendment to the Master Plan to be adopted by the Township Planning Board, and subsequently endorsed by the Governing Body of the Township in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq. The parties agree as an essential term in this agreement, that the plan summarized in Exhibit A does meet, and that the municipality shall continue to meet, the following requirements:

a. For the Present Need, the Township will meet its obligation pursuant to a rehabilitation program in accordance with the rules and requirements of N.J.A.C. 5:93, to be specified in further detail in the Housing Element and Fair Share Plan.

b. For the Prior Round Obligation, Exhibit A summarizes the Township's compliance with its Prior Round Obligation of 439 units in accordance with the rules and requirements of N.J.A.C. 5:93, except that as a condition of settlement the parties agree that both the bonus and age restricted cap shall be calculated irrespective of prior cycle credits and applied to the full obligation as is reflected in Exhibit A.

c. For the prospective need obligation, which includes the obligation from 1999-2026, the Township shall meet its 1396 unit obligation as summarized in Exhibit A, which exhibit is in accordance with the following standards as agreed to be the parties:

i. At least twenty five percent (25%) of the obligation will be met through rental units, including at least half (12.5% of the total) of the rental units are to be available to families.

ii. At least half of the units in total must be available to families.

iii. At least half of the units must be for low-income households.

Within that, at least thirteen percent (13%) of the units must be available to

people who are very-low-income, half of those to very low income families (6.5% of the total) consistent with N.J.S.A. 52:27D-329.1.

iv. A maximum of twenty-five percent (25%) of the housing may be age-restricted.

v. In the context of settlement, FSHC will waive its claims that only Third Round bonus standards apply and agree to the bonus approach adopted by Judge Jacobson in her November 19, 2015 decision captioned in all of the Mount Laurel declaratory judgment actions in Mercer County in which a municipality can choose either Prior Round or Third Round bonus standards, capped at 25 percent of prospective need obligation. As reflected in the attached Exhibit A, the Township, in the context of this settlement, has elected to use the Prior Round bonus standards for its prospective need obligation, capped at 25 percent of the 1396 unit obligation to be addressed for 1999-2025.

d. All units shall be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. or any successor regulation, and other applicable law. As part of its HEFSP, the Township shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by the Council on Affordable Housing to ensure that this provision is satisfied.

5. **Reservation of rights pursuant to R. 4:50-1.** The Township may move pursuant to R. 4:50-1, based on the standards of that rule and relevant case law, to amend the Judgment that approves this Agreement, if such Judgment is issued after a fairness hearing pursuant to paragraph 8 below, on the terms that follow, with all parties having the right to take any position they wish in response to such a motion:

a. If other relevant decisions by the Appellate Courts of New Jersey and/ or the Superior Court of Middlesex County, amendment to the FHA or passage of other similarly applicable legislation by the New Jersey Legislature, and/or promulgation of regulations by COAH or such other agency or authority duly authorized and responsible for the determination of the Township's fair share obligation in the future, if applied to the Township, would establish the Township's prospective need obligation as less than 1396 units, then the Township reserves the right to move to reduce the obligation, provided that the Township would maintain the sites in its HEFSP as required by this Agreement, but may carry over any resulting extra credits to future rounds.

### **AVALON BAY**

6. **Settlement terms involving Intervenor/ Defendants AvalonBay.** In partial satisfaction of the Township's Third Round affordable housing obligation as established by this Agreement, the Township has proposed creating a new overlay zone for the AvalonBay Property to provide for the inclusionary development of the AvalonBay Property. Within forty-five (45) days of Court Approval of this Agreement, the Township shall introduce an ordinance providing for the rezoning of the AvalonBay Property, so as to establish zoning standards that provide for the approval of an inclusionary development of not more than two hundred fifty-two (252) residential which shall be at a density of 3 dwelling units per acre (the "AvalonBay Development") of which fifteen percent (15%) of the units approved within the AvalonBay Development shall be reserved for low income (including very low income units) and moderate income units, as the term low and moderate income units are defined by COAH regulations and the provisions of the Uniform Housing and Affordability Controls Act, N.J.A.C. 5:80-26.1, et seq.

(hereinafter “UHAC”). The zoning ordinance shall also modify the standards affecting the existing hospital site (Block 17000, Lots 28.11, 28.111 and 28.12) to enable the existing buildings and structures to be in conformance with the ordinance standards after the transfer of Lot 28.112 to AvalonBay. The very low income units, which shall be affordable to and reserved for households at or below thirty percent (30%) of area median income, developed within the AvalonBay Development shall be fifteen percent (15%) of the total affordable housing units constructed within the AvalonBay Development and shall be incorporated within the low income requirements of the AvalonBay Development.

a. **Fair Share Allocation for the AvalonBay Property.** The ordinance to be introduced by the Township for the rezoning of the AvalonBay Property shall provide for the following, consistent with the summary chart attached as Exhibit A:

1) The affordable housing set aside for the AvalonBay Development shall be fifteen percent (15%) and the Parties agree that the affordable units within the AvalonBay Development shall be family rental units and shall not be age restricted.

2) Despite the foregoing provisions, the Parties acknowledge and agree that AvalonBay shall not seek a density variance in accordance with the provision of N.J.S.A. 40:55D-70(d)(5) or a height variance in accordance with the provisions of N.J.S.A. 40:55D-70(d)(6).

b. **Affordable Units within AvalonBay Development to Comply with Applicable Standards.** AvalonBay shall take all necessary steps to maintain affordability controls for the affordable units provided for under the Agreement in accordance with the UHAC regulations and all other applicable laws for a fifty (50) year period from the date they are issued certificates of occupancy. The affordability controls shall automatically expire and

shall not be extended beyond this fifty (50) year period without the prior written consent of AvalonBay.

c. **Timeline for Adoption of Ordinance.** The Township shall endeavor to adopt the Ordinance for the rezoning of the AvalonBay development, within forty-five (45) days of the Court's approval of this Agreement.

### **ALFIERI**

7. **Settlement terms involving Intervenor/ Defendant Alfieri.** In partial satisfaction of the Township's Third Round affordable housing obligation as established by this Agreement, the Township has proposed the rezoning of the Alfieri Property to provide, in part, for the inclusionary development of the Alfieri Property. An integral component of the Township's agreement to settle with Alfieri and the re-zoning of the Alfieri Property, is Alfieri's agreement to provide a *non-residential* component on the Alfieri Property that consists of three (3) office/warehouse/flex space buildings, which three (3) buildings total approximately 217,600 square feet. The phasing and timing for development of the non-residential component on the Alfieri Property shall be determined by the Township Planning Board at the time of review of Alfieri's land development application(s) in accordance with the provisions of the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. (the "MLUL"). The entirety of the residential development of the Alfieri Property shall be deemed inclusionary pursuant to COAH regulations. As such, the development of the non-residential portion of the development shall be exempt from the provisions of the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1, et seq.

a. In connection with the development of the Alfieri Property, Alfieri shall be required as a condition of any approval that may be granted for the development of the Alfieri Property, to construct certain on-site and off-site roadway improvements. The Parties acknowledge and agree, that the timing and phasing for construction of such roadway improvements shall be determined by the Township Planning Board at the time of review of Alfieri's land development application(s) in accordance with the provisions of the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. (the "MLUL"). Subject to the foregoing, it is anticipated that the following roadway improvements, as may be modified by outside agency approvals, shall be constructed over the course of Alfieri's development of the residential and non-residential portions of the Alfieri Property at Alfieri's sole expense, subject however, to Alfieri being permitted to obtain contribution from other entities that will develop projects in the future that will benefit from these improvements, but shall not include any contribution for these improvements from the Township:

(i) Installation of a new traffic signal at northbound entrance and exit ramps of Garden State Parkway (GSP) at its intersection with Matawan Road and the new entrance to the Alfieri Property;

(ii) Widening of existing GSP ramp from newly improved intersection to the ramp terminals, including new through lanes and left and right turn lanes at the intersection;

(iii) Widening Matawan Road for approximately 1,000 feet from existing bridge over GSP to approximately 500 feet east of the proposed traffic signal, allowing for one through lane in each direction, left turn lanes at the new intersection;

(iv) Addition of a third lane on the bridge over the GSP;

(v) Installation of a second traffic signal at the southbound entrance and exit ramps of GSP at the intersection with Matawan Road, west of the bridge.

b. Within forty-five (45) days of the Court entering Judgment of Approval of this Agreement, the Township shall introduce an ordinance providing for the rezoning of the Alfieri Property so as to establish zoning standards that provide for the approval of an inclusionary development of five hundred twenty-nine (529) residential units, which development shall be achieved in residential buildings not to exceed four (4) stories and are generally depicted in the concept plan attached hereto as **Exhibit “ C.”** (the “Alfieri Development”). Twenty percent (20%) of the units approved within the Alfieri Development shall be reserved for low income units (including very low income units) and moderate income units, as the terms low and moderate income units are defined by COAH regulations and the provisions of the Uniform Housing and Affordability Controls Act, N.J.A.C. 5:80-26.1, et seq. (hereinafter “UHAC”). The very low income units, which shall be affordable to and reserved for households at or below thirty percent (30%) of area median income, developed within the Alfieri Development shall be limited to thirteen percent (13%) of the total affordable housing units constructed within the Alfieri Development and shall be incorporated within the low income requirements of the Alfieri Development.

The rezoning shall also address the requirements for non-residential components of the development as described above.

a. **Fair Share Allocation for the Alfieri Property.** The ordinance to be adopted by the Township for the residential rezoning of the Alfieri Property shall provide for the following, consistent with the summary chart attached at Exhibit A:

(1) The affordable housing set aside for the Alfieri Development shall be twenty percent (20%) of the total units actually constructed within the development and the Parties agree that the affordable units within the Development shall be family rental units and shall not be age restricted.

Despite the foregoing provisions, the Parties acknowledge and agree that Alfieri shall not seek a density variance in accordance with the provision of N.J.S.A. 40:55D-70(d)(5) or a height variance in accordance with the provisions of N.J.S.A. 40:55D-70(d)(6).

b. **Affordable Units within Alfieri Development to Comply with Applicable Standards.** Alfieri shall take all necessary steps to maintain affordability controls for the affordable units provided for under the Agreement in accordance with the UHAC regulations and all other applicable laws for a fifty (50) year period from the date that a certificate of occupancy is issued for each of the affordable units. The affordability restrictions shall expire at the end of the foregoing fifty (50) year period and shall not be further extended without the express consent of Alfieri or its assign(s).

## **FOXBOROUGH**

8. **Settlement terms involving Intervenor/ Defendant Foxborough.** In partial satisfaction of the Township's Third Round affordable housing obligation as established by this Agreement, the Township has proposed the rezoning of the Foxborough Property to provide for the inclusionary development of the Foxborough Property. Within forty-five (45) days of Court Approval of this Agreement, the Township shall introduce an ordinance providing for the rezoning of the Foxborough Property so as to establish zoning standards that provide for the approval of an inclusionary development of not more than one hundred fifty (150) residential units (the "Foxborough Development"), substantially similar to the concept plan annexed hereto at Exhibit \_\_, of which twenty percent (20%) of the units approved within said Development shall be low income units (including very low income units) and moderate income units, as the term low and moderate income units are defined by COAH regulations and the provisions of the



Uniform Housing and Affordability Controls Act, N.J.A.C. 5:80-26.1, et seq. (hereinafter “UHAC”). The very low income units, which shall be affordable to and reserved for households at or below thirty percent (30%) of area median income, developed within the Foxborough Development shall be limited to no less than thirteen percent (13%) of the total affordable housing units constructed within the Foxborough Development and shall be incorporated within the low income requirements of the Development.

a. **Fair Share Allocation for the Foxborough Property.** The ordinance to be adopted by the Township for the rezoning of the Foxborough Property shall provide for the following, consistent with the summary chart attached at Exhibit A:

(1) The affordable housing set aside for the Foxborough Development shall be twenty percent (20%) and the Parties agree that the affordable units within the Development shall be family rental units and shall not be age restricted.

(2) Despite the foregoing provisions, the Parties acknowledge and agree Foxborough Defendants shall not seek a density variance in accordance with the provision of N.J.S.A. 40:55D-70(d)(5) or a height variance in accordance with the provisions of N.J.S.A. 40:55D-70(d)(6).

b. **Affordable Units within Foxborough Development to Comply with Applicable Standards.** Foxborough shall take all necessary steps maintain affordability controls for the affordable units provided for under the Agreement in accordance with the UHAC regulations and all other applicable laws for a fifty (50) year period from the date they are issue certificates of occupancy. The affordability controls shall automatically expire and shall not be extended beyond this fifty-year period without the prior written consent of Foxborough.

c. **Timeline for Adoption of Ordinance.** The Township shall endeavor to adopt an Ordinance within ninety (90) days of the Court's approval of this Agreement to permit the development substantially in accordance with the development depicted in Exhibit \_\_\_ without variance, waivers and/or exceptions from the newly adopted ordinance.

9. **Settlement terms involving Interested Defendant Brunetti.** In partial satisfaction of the Township's Third Round affordable housing obligation as established by this Agreement, the Township has proposed the rezoning of the Brunetti Property to provide for the inclusionary development of the Brunetti Property. Within one hundred fifty (150) days of Court Approval of this Agreement, the Township shall introduce an ordinance providing for the rezoning of the Brunetti Property so as to establish zoning standards that provide for the approval of an inclusionary development of not more than two thousand one hundred forty eight (2,148) residential units (the "Brunetti Development"), of which twenty percent (20%) of the units approved within said Development shall be low income units (including very low income units) and moderate income units, as the terms low and moderate income units are defined by COAH regulations and the provisions of the Uniform Housing and Affordability Controls Act, N.J.A.C. 5:80-26.1, et seq. (hereinafter "UHAC"). The very low income units, which shall be affordable to and reserved for households at or below thirty percent (30%) of area median income, developed within the Brunetti Development, shall be limited to no less than thirteen percent (13%) of the total affordable housing units constructed within the Brunetti Development and shall be incorporated within the low income requirements of the Development. The development as set for in Exhibit A hereto, shall be substantially in accordance with the Concept Plan annexed hereto as Exhibit F; however, the units to be developed will be limited to the numbers as set forth in Exhibit A.

**BRUNETTI**

a. **Fair Share Allocation for the Brunetti Property.** The ordinance to be introduced by the Township for the rezoning of the Brunetti Property shall provide for the following, consistent with the summary charts attached at Exhibit A:

(1) The affordable housing set aside for the Brunetti Development shall be twenty percent (20%) and the Parties agree that the affordable units within the Development shall be as set forth on Exhibit B annexed hereto.

(2) Despite the foregoing provisions, the Parties acknowledge and agree that Brunetti shall not seek a density variance in accordance with the provision of N.J.S.A. 40:55D-70(d)(5) or a height variance in accordance with the provisions of N.J.S.A. 40:55D-70(d)(6) from the newly adopted ordinance.

b. **Affordable Units within Brunetti Development to Comply with Applicable Standards.** Brunetti shall take all necessary steps to maintain affordability controls for the affordable units provided for under the Agreement in accordance with the UHAC regulations and all other applicable laws for a fifty (50) year period from the date they are issue certificates of occupancy.

c. **Timeline for Adoption of Ordinance.** The Township shall endeavor to adopt the Ordinance so as without variance, waivers and/or exceptions set forth to permit the development substantially in accordance with the project depicted in Exhibit \_\_ within one hundred fifty (150) days of the Court's approval of this Agreement

10. **Northwoods Property.** The Northwoods Property, identified as Block\_\_ and Lot\_\_ on the Tax Map of the Township, has previously been approved for the development

of thirty (30) residential for sale units, including six (6) affordable family for sale units as set forth the resolution attached hereto as Exhibit C.

11. **Township Sponsored 100% Affordable Development.** The Township will proceed with diligence and continuity of purpose with the development of the Township Sponsored project, as set forth on Exhibit A, which is at Marlboro Road, Block 2000, Lot 79.11. RPM Development Group has been designated as the redeveloper and has scored 94 points out of 100 as set forth in the letter of January 14, 2015, Exhibit \_\_\_. The agreement between the Township Redevelopment Agency and RPM shall be entered into within 60 days. This development will provide 72 units as set forth on Exhibits A and B.

The Township is also completing a redevelopment agreement with Habitat for Humanity of Greater Plainfield & Middlesex County, Inc. ("Habitat") on properties of the Township, Block 39, Lots 128 & 140, in accordance with a redevelopment plan. The agreements with Habitat will be finalized within 60 days. This will provide 12 units as set forth on Exhibits A and B.

13. **Additional Time for Ordinances.** In recognition of the number of developments that will require the adoption of zoning ordinances by the Township's governing body, the time frames set forth for the preparation and introduction of zoning ordinances implementing the necessary changes of this Agreement shall be pursued by the Township with diligence and continuity of purpose. If the Township requires additional time despite its best efforts, the Township shall confer with the directly affected party and FSHC and will endeavor to agree on such reasonable extensions of time as may be appropriate. If an agreement cannot be reached, the Special Master will be contacted to resolve the issue. If the issue cannot be resolved, the affected parties will file a motion with the Court to resolve the dispute.

14. **Process for Agreement to Become Final; Notice and Fairness Hearing.** In accordance with the Case Management Order entered in this matter by the Hon. Douglas K. Wolfson, J.S.C., on February 26, 2016:

- a. The Township filed a summary of its proposed Housing Element and Fair Share Plan (the “Plan”) with the court and all parties to this Agreement on or about March 7, 2016.
- b. The Court having found this Agreement to have apparent merit, the Township shall provide notice in the form attached to this Agreement as Exhibit D, in accordance with the procedures recognized by the Appellate Division in East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996) no later than March 18, 2016, for a Fairness Hearing on April 18, 2016, at a time to be determined by the parties and the court.
- c. The Planning Board of the Township shall consider whether to endorse or accept the summary of the proposed Housing Element and Fair Share Plan no later than April 18, 2016, and the Township Council shall consider whether to endorse or accept the summary of the proposed Housing Element and Fair Share Plan and approve of this Settlement Agreement no later than April 18, 2016. If the Township Council does not approve the Agreement, this Agreement is null and void and all parties shall continue with the litigation and shall not be prejudiced in any way by the terms of this Agreement.
- d. The Special Master shall provide her review of the Agreement and any comments or recommended conditions received to the Court no later than April 15, 2016, including requirements for monitoring, affordable housing

trust funds, and lookback proceedings involving very low income housing and provision of realistic opportunity required by the Fair Housing Act.

- e. The Court has indicated that it intends to review the Agreement at the Fairness Hearing on April 18, 2016, in addition to any public comments received in accordance with the public notice and/or from members of the public wishing to comment at the Fairness Hearing.
- f. If the Court upon review of the Agreement finds that it is fair and consistent with East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), the parties anticipate that the Court will enter a Preliminary Judgment approving this Agreement and, upon the satisfaction of all conditions recommended by the Special Master, as endorsed by the court, or as independently imposed by the court, will upon a further hearing enter a final order granting the Township the judicial equivalent of substantive certification, with all of the immunities and rights that such a Judgment confers upon the Township, for a ten year period commencing from date that the Court enters the judgment approving the Agreement and granting the Township the judicial equivalent of substantive certification.
- g. The Township, in accordance with N.J.S.A. 52:27D-329.1, will report to the Court, Special Master, or COAH or such other agency or entity that is created by the legislature or executive branch for the purpose of managing or monitoring affordable housing, and Fair Share Housing Center once every three years beginning with the effective date of this agreement, to demonstrate that at least 13 percent of the housing units made available for occupancy by low-income and moderate income households during that period have been

reserved for occupancy by very low income households. For the midpoint realistic opportunity review as of July 1, 2020 as required pursuant to N.J.S.A. 52:27D-313, the Township will provide to the Court, or COAH or such other agency or entity that is created by the legislature or executive branch for the purpose of managing or monitoring affordable housing, with notice to Fair Share Housing Center and other interested parties, a status report as to its implementation of its Fair Share Plan and any comments as to whether any unbuilt sites continue to present a realistic opportunity, with the opportunity for any interested party to submit comments and request a hearing before the court as to whether any sites no longer present a realistic opportunity and should be replaced.

15. **Effective Date of Agreement and Duty to Defend.** The terms set forth in this Agreement shall only become effective upon the completion of the fairness hearing referenced above and the entry of a Judgment approving this settlement and after time for all appeals have expired, or upon finalization of any appeal from the decision of trial court. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement, if the Agreement is approved by the trial court, unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

16. **Affirmative Marketing Requirement.** The Township shall add to the list of community and regional organizations in its affirmative marketing plan pursuant to N.J.A.C. 5:80-26.15(f) (5), the Fair Share Housing Center, the New Brunswick, Plainfield Area, Perth Amboy, and Metuchen/Edison branches of the NAACP, and the Latino Action Network, and shall as part of its regional affirmative marketing strategies during the period of its judgment of repose provide notice to those organizations of all available affordable housing units.

17. **Severability.** Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

18. **Successors Bound.** The provisions of this Agreement and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have an interest in any of the provisions which are the subject of this Agreement.

19. **Governing Law.** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

20. **No Modification.** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the parties, and if necessary, approval of the Court.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

22. **Voluntary Agreement.** The parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

23. **Preparation.** Each of the parties hereto acknowledges that this Agreement was not drafted by any one of the parties, but was drafted, negotiated and reviewed by all parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

24. **Exhibits and Schedules.** Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and



all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of the parties.

25. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

26. **Conflict Of Interest.** No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

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

**TO THE TOWNSHIP:**

Township Clerk  
1 Old Bridge Plaza  
Old Bridge, NJ 08857

WITH A COPY TO:  
Mark R. Roselli, Esq.  
Township Attorney  
1 Old Bridge Plaza  
Old Bridge, NJ 08857

**TO FSHC:**

Adam Gordon, Esquire  
510 Park Blvd.  
Cherry Hill, NJ 08002

**TO THE DEFENDANT AVALONBAY:**

Ron Ladell, Senior Vice President  
AvalonBay Communities, Inc.  
Suite 5500  
Iselin, NJ 08830

**WITH A COPY TO:**

Robert A. Kasuba, Esq.  
Bisgaier Hoff, LLC  
25 Chestnut Street, Suite 3  
Haddonfield, NJ 08033

**TO THE DEFENDANT ALFIERI-OLD BRIDGE:**

Michael Alfieri  
399 Thornall, Suite 15,  
Edison, NJ 08837

**WITH A COPY TO:**

Richard J. Hoff, Jr., Esquire  
Bisgaier Hoff, LLC  
25 Chestnut Street, Suite 3  
Haddonfield, NJ 08033

**TO THE DEFENDANT FOXBOROUGH:**

Foxborough Village Associates  
c/o Joe Feldman  
1325 Morris Ave.  
Union, New Jersey 07083-3309

**WITH A COPY TO:**

Robert A. Kasuba, Esq.  
Bisgaier Hoff, LLC  
25 Chestnut Street, Suite 3  
Haddonfield, NJ 08033

**TO THE DEFENDANT BRUNETTI:**

**WITH A COPY TO:**

Michael D. Fitzgerald, Esq.  
800 Old Bridge Road  
Brielle, New Jersey 08730-1334

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

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

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

ATTEST:

**Plaintiff Township of Old Bridge**

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**[SIGNATURES OF PARTIES CONTINUED ON NEXT PAGE 21]**

**Fair Share Housing Center, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_  
Kevin D. Walsh, Esq.  
Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Defendant AvalonBay Communities, Inc.**

\_\_\_\_\_

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Defendant Alfieri Old Bridge**

\_\_\_\_\_

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Defendant Foxborough Village Associates**

\_\_\_\_\_

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Defendant Brunetti**

\_\_\_\_\_

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX O**  
**AFFIRMATIVE MARKETING PLAN**

# AFFIRMATIVE FAIR HOUSING MARKETING PLAN FOR AFFORDABLE HOUSING TOWNSHIP OF OLD BRIDGE, MIDDLESEX COUNTY (REGION 3)

## I. APPLICANT AND PROJECT INFORMATION

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

|  |   |   |  |
|--|---|---|--|
| <b>1a. Administrative Agent Name, Address, Phone Number</b><br><br><i>ADMINISTRATIVE AGENT AND CONTACT INFORMATION TO BE INSERTED HERE</i> |   | <b>1b. Development or Program Name, Address</b><br><br><i>NAME OF DEVELOPMENT TO BE INSERTED HERE</i> |  |
| <b>1c. Number of Affordable Units:</b><br><b>Number of Rental Units:</b><br><br><b>Number of For-Sale Units:</b>                           | <b>1d. Price or Rental Range</b><br><br>From<br><br>To                                    | <b>1e. State and Federal Funding Sources (if any)</b>   |  |
| <b>1f.</b><br>___ Age Restricted<br><br>___ Non-Age Restricted   | <b>1g. Approximate Starting Dates</b><br><br>Advertising:                      Occupancy: |   |  |
| <b>1h. County</b><br>Middlesex, Somerset and Hunterdon   |   | <b>1i. Census Tract(s):</b> Township of Old Bridge  |  |
| <b>1j. Managing/Sales Agent's Name, Address, Phone Number</b><br><br><i>SALES AGENT AND CONTACT INFORMATION TO BE INSERTED HERE</i>        |   |   |  |
| <b>1k. Application Fees (if any):</b><br>No application fee is charged to the applicant by the Administrative Agent                        |   |   |  |

(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.**  
 For new projects and when random selection is utilized, the Administrative Agent will assign random numbers to each applicant through a computerized random number generator.

After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date the household submitted their preliminary application (Interest Date). However, the Administrative Agent reserves the right to invoke random selection at any time.

A separate waiting list will be kept for ownership and rental units resulting in a total of two waiting lists. Households waiting for age restricted and family rental units will be part of the same waiting list. Likewise, households waiting for age restricted and family ownership units will be part of the same waiting list. If filling an age restricted property, households who do not meet the age requirements will be skipped.

When brand new affordable units become available for rent or sale in a new development, a lottery will be conducted UNLESS there are households on the existing waiting list with lottery numbers who have not been contacted. In these cases:

- Those applicants with lottery numbers will be contacted first.
- Households who submitted a preliminary application after the last lottery (and do not have lottery numbers) will be included in the next lottery if it is required to fill the units.
- Affirmative marketing will be required before this lottery is held since these are new affordable units and the public must be made aware of the new affordable housing opportunity.

In addition to the random number assigned to the household and/or the interest date, there are other factors impacting waiting priority which are described below.

|                                  |  |
|----------------------------------|--|
| <b>1. Age Restricted Family</b>  | Only households who meet the age restricted requirements will be offered age restricted units.   |
| <b>2. Regional Preference</b>    | Applicants that indicated that they lived or work in the COAH Housing Region will be contacted first. Once those applicants are exhausted, applicants outside the region will be contacted.  |
| <b>3. Household Size</b>         | Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no in or out region households with a person for each bedroom size, units will be offered to smaller sized households that do not have a person for each bedroom. The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor. A household can be eligible for more than one unit category. |
| <b>4. Fully Accessible Units</b> | A household with a person with physical disabilities will get preference on the waiting list because of the very limited number of accessible units. If there is more than one household with a person with physically disabilities on the waiting list, in region households with a person for each bedroom will be contacted first. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.  |

## III. MARKETING

3a. Direction of Marketing Activity: Based on demographic data from the 2010 census, this table provides a comparison of race and ethnic origin between the Housing Region 3 and the Township of Old Bridge. The most significant negative differences point to the greatest need for affirmative marketing. In this case, African Americans (-2.6%), Asian (-3.4%), Some Other Race (-5.0%) and Hispanic (-4.9%) represent the clearest differences between the municipality and the region at large.

| Subject         | RACE             |  |                           |                                   |         |  |                 |                                  |                        |
|-----------------|------------------|--|---------------------------|-----------------------------------|---------|--|-----------------|----------------------------------|------------------------|
|                 | Total population | Race alone or in combination with one or more other races: [1] |                           |                                   |         |  |                 |                                  |                        |
|                 |                  | White  | Black or African American | American Indian and Alaska Native | Asian   | Native Hawaiian and Other Pacific Islander | Some Other Race | Hispanic or Latino (of any race) | Not Hispanic or Latino |
| Hunterdon Co.   | 128,349          | 117,264  | 3,451                     | 167                               | 4,181   | 37   | 1,570           | 6,722                            | 121,627                |
| Middlesex Co.   | 809,858          | 474,589  | 78,462                    | 2,777                             | 173,293 | 251  | 56,569          | 148,975                          | 660,883                |
| Somerset Co.    | 323,444          | 226,608  | 28,943                    | 556                               | 45,650  | 94   | 13,360          | 42,091                           | 281,353                |
| Total Region 3  | 1,261,651        | 818,461  | 110,856                   | 3,500                             | 223,124 | 382  | 71,499          | 197,788                          | 1,063,863              |
| % Region 3      | 100%             | 64.9%  | 8.8%                      | 0.3%                              | 17.7%   | 0.0%                                       | 5.7%            | 15.7%                            | 84.3%                  |
| Old Bridge Twp. | 65,375           | 48,418   | 4,063                     | 129                               | 9,374   | 10   | 1,780           | 7,064                            | 58,311                 |
| % Old Bridge    | 100%             | 74.1%  | 6.2%                      | 0.2%                              | 14.3%   | 0.0%                                       | 2.7%            | 10.8%                            | 89.2%                  |

## Difference

|      |       |       |       |      |       |       |      |
|------|-------|-------|-------|------|-------|-------|------|
| 9.2% | -2.6% | -0.1% | -3.4% | 0.0% | -5.0% | -4.9% | 4.9% |
|------|-------|-------|-------|------|-------|-------|------|

[1] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.

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

## 3b. WEB SITES

HOUSING RESOURCE CENTER ([www.njhousing.gov](http://www.njhousing.gov)) A free, online listing of affordable housing **X**

The Administrative Agent's online listing **X**

OLD BRIDGE TOWNSHIP ([www.OldBridgetwp.com](http://www.OldBridgetwp.com)) Referral to HousingQuest.com **X**

|                                      | DURATION & FREQUENCY OF OUTREACH   | NAMES OF REGIONAL NEWSPAPER(S) | CIRCULATION AREA           |
|--------------------------------------|--|--------------------------------|----------------------------|
| <b>TARGETS PARTIAL COAH REGION 3</b> |  |                                |                            |
| Daily Newspaper                      |  |                                |                            |
| <b>X</b>                             | One display ad for 4 consecutive weeks, beginning at the start of the affirmative marketing process. | Home News Tribune              | Middlesex, Somerset, Union |
| <b>X</b>                             | One weekend day at start of Affirmative Marketing  | Courier News                   | Somerset and Hunterdon     |



|   |  |  |  |                  |
|---|--|--|--|------------------|
| <b>Weekly Newspaper</b>   |  |  |  |                  |
| <b>X</b>  | One week day at start of Affirmative Marketing | Hunterdon County Democrat / Hunterdon Observer   | Hunterdon  |                  |
| <b>X</b>  | One week day at start of Affirmative Marketing | Princeton Packet                                 | Middlesex, Somerset                              |                  |
| <b>X</b>  | One week day at start of Affirmative Marketing | Messenger-Gazette                                | Somerset   |                  |
| <b>X</b>  | One week day at start of Affirmative Marketing | WCTC 1450  | Middlesex, Somerset                              |                  |
| FM  |  |  |  |                  |
| 3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)   |  |  |  |                  |
|   | NAME OF PUBLICATIONS                           | OUTREACH AREA                                    | RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE |                  |
| <b>TARGETS ENTIRE COAH REGION 3</b>   |  |  |  |                  |
| <b>Weekly</b>   |  |  |  |                  |
| <b>X</b>  | One week day at start of Affirmative Marketing | Reported Hispano                                 | Central Jersey                                   | Spanish-Language |
| <b>Monthly</b>  |  |  |  |                  |
| <b>TARGETS PARTIAL COAH REGION 3</b>  |  |  |  |                  |
| <b>Daily</b>  |  |  |  |                  |
| <b>X</b>  | One week day at start of Affirmative Marketing | Tiranga in New Jersey                            | Central Jersey                                   | South Asian      |
| 3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies) |  |  |  |                  |
| DURATION & FREQUENCY OF OUTREACH  |  | NAME OF EMPLOYER/COMPANY                         | LOCATION   |                  |
| See attached appendix. Outreach will be quarterly either by mail or email.  |  |  |  |                  |
| 3e. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)    |  |  |  |                  |
| Name of Group/Organization  | Outreach Area                                  | Racial/Ethnic Identification of Readers/Audience | Duration & Frequency of Outreach                 |                  |
| See attached list. Outreach will be quarterly either by mail or email. Locations may be amended over time.  |  |  |  |                  |

#### IV. APPLICATIONS

|   |                                       |   |
|---|---------------------------------------|---|
| Applications for affordable housing for the above units will be available at the following locations:   |                                       |   |
| 4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)  |                                       |   |
|   | BUILDING                              | LOCATION                                      |
| X   | Middlesex County Administration Bldg  | 75 Bayard, New Brunswick, NJ 08903            |
| X   | Somerset County Admin. Bldg           | 20 Grove Street, Somerville, NJ 08876         |
| X   | County of Hunterdon                   | PO Box 2900<br>Flemington, NJ 08822-2900      |
| X   | Old Bridge Public Library             | One Old Bridge Plaza, Old Bridge Township, NJ |
| X   | Somerset County Library Headquarters  | 1 Vogt Drive, Bridgewater, NJ 08807           |
| X   | Hunterdon County Library Headquarters | 314 State Highway 12, Flemington, NJ 08822    |
| 4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)  |                                       |   |
| <p>Dawn Borbely<br/>Municipal Housing Liaison, Township of Old Bridge<br/>One Old Bridge Plaza<br/>Old Bridge Township, NJ</p> <p>Old Bridge Township Library<br/>1 Old Bridge Plaza<br/>Old Bridge, NJ 08857</p> |                                       |   |
| 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 Municipality's COAH substantive certification. |      |
| Name (Type or Print)   |      |
| Administrative Agent, Old Bridge Township  |      |
| Title/Municipality   |      |
| Signature  | Date |

Old Bridge Township, Middlesex County, New Jersey

1999 – 2025 HOUSING ELEMENT & FAIR SHARE PLAN

Old Bridge alternative ordering list

| Business Name                              | Address 1                      | Address 2             | City State Zip               | County           | Type of Organization |
|--|--------------------------------|-----------------------|------------------------------|------------------|----------------------|
| Burnside Library                           | 7 Burnside Rd.                 |                       | Colts, NJ 07530              | Hunterdon County | Library              |
| Flamington Free Public Library             | 118 Main St.                   |                       | Flamington, NJ 08822         | Hunterdon County | Library              |
| Frenchtown Public Library                  | 35 Second St.                  |                       | Frenchtown, NJ 08826         | Hunterdon County | Library              |
| High Bridge Public Library                 | 71 Main St.                    |                       | High Bridge, NJ 08829        | Hunterdon County | Library              |
| Indian Land Library                        | 128 Springs Mills Rd.          |                       | Millert, NJ 08848            | Hunterdon County | Library              |
| Hunterdon County Library                   | 114 State Route 12, Bldg 69    |                       | Flamington, NJ 08826         | Hunterdon County | Library              |
| Lambertville Public Library                | 8 Lily St.                     |                       | Lambertville, NJ 08833       | Hunterdon County | Library              |
| North County Branch Library                | 87 Mainland St.                |                       | Cinton, NJ 08809             | Hunterdon County | Library              |
| Readington Township Library                | PO Box 67                      |                       | Whitehouse Station, NJ 08889 | Hunterdon County | Library              |
| South County Branch Library                | 9432 Route 179                 | Unit B-1              | Lambertville, NJ 08850       | Hunterdon County | Library              |
| Trenton Public Library                     | 91 Old Township Rd.            |                       | Oldfield, NJ 08858           | Hunterdon County | Library              |
| Three Bridges Library                      | 447 Main St.                   |                       | Three Bridges, NJ 08887      | Hunterdon County | Library              |
| Millert Public Library                     | PO Box F                       |                       | Millert, NJ 08848            | Hunterdon County | Library              |
| AT&T                                       | 161 Route 1 North              |                       | Edison, NJ 08817             | Middlesex County | Library              |
| Green-Wyck Squab                           | 1 Squab Drive                  |                       | New Brunswick, NJ 08901      | Middlesex County | Library              |
| Coke Branch Branch Library                 | 911 Haver Avenue               |                       | Edison, NJ 08837             | Middlesex County | Library              |
| Colgate Palmolive Corporation              | 800 River Rd., P.O. Box 1245   | Attn: Human Resources | Plainfield, NJ 08854         | Middlesex County | Library              |
| Carbury Public Library                     | 21 N. Main St.                 |                       | Carbury, NJ 08812            | Middlesex County | Library              |
| Carleton Public Library                    | 274 Walnut Ave.                |                       | Carleton, NJ 07016           | Middlesex County | Library              |
| Devi Jones & Co                            | 54 Edgemoor Lane               |                       | Monroe, NJ 08851             | Middlesex County | Library              |
| Downed Library Of South Andrey             | 100 Harold G. Hoffman Place    |                       | South Andrey, NJ 08879       | Middlesex County | Library              |
| Durham Free Public Library                 | 180 New Market Rd.             |                       | Durham, NJ 08812             | Middlesex County | Library              |
| East Brunswick Public Library              | 3 Jean Walling Child Center    |                       | East Brunswick, NJ 08810     | Middlesex County | Library              |
| Edison Township Free Public Library        | 340 Plainfield Ave.            |                       | Edison, NJ 08817             | Middlesex County | Library              |
| Franklin Township Public Library           | 481 Oakleaf Lane               |                       | Governor, NJ 08875           | Middlesex County | Library              |
| Free Public Library of Woodbridge          | 1 George Frederick Place       |                       | Woodbridge, NJ 08806         | Middlesex County | Library              |
| Highland Park Public Library               | 91 N. Fifth Ave.               |                       | Highland Park, NJ 08804      | Middlesex County | Library              |
| Hygrade Beverage                           | P.O. Box 7092                  | Attn: Human Resources | North Brunswick, NJ 08902    | Middlesex County | Library              |
| J. F. K. Medical Center                    | 85 James St.                   |                       | Edison, NJ 08818             | Middlesex County | Library              |
| Jamestown Public Library                   | 230 Cedar Ave.                 |                       | Jamestown, NJ 08831          | Middlesex County | Library              |
| Library Of Middlesex Automotive Convention | 1080 St. Georges Ave Suite 205 |                       | Avenel, NJ 07001             | Middlesex County | Library              |
| Maple                                      | 980 Wood Avenue South          |                       | Iselin, NJ 08844             | Middlesex County | Library              |
| Metuchen Public Library                    | 480 Middlesex Ave.             |                       | Metuchen, NJ 08840           | Middlesex County | Library              |
| Middletown Library                         | 1820 Mountain Ave.             |                       | Middletown, NJ 08846         | Middlesex County | Library              |
| Milford Public Library                     | 20 W. Church St.               |                       | Milford, NJ 08868            | Middlesex County | Library              |
| Monroe Twp Public Library-Middlesex        | 4 Municipal Place              |                       | Monroe, NJ 08851             | Middlesex County | Library              |
| New Brunswick Library                      | 24 Livingston Ave.             |                       | New Brunswick, NJ 08901      | Middlesex County | Library              |
| North Brunswick Free Public Library        | 1811 Harrison Rd.              |                       | North Brunswick, NJ 08902    | Middlesex County | Library              |
| North Edison Branch Library                | 777 Grove Avenue               |                       | Edison, NJ 08820             | Middlesex County | Library              |
| Or-M Laboratories                          | P.O. Box 7367                  |                       | North Brunswick, NJ 08902    | Middlesex County | Library              |
| Old Bridge Public Library                  | 1 Old Bridge Place             |                       | Old Bridge, NJ 08857         | Middlesex County | Library              |
| Perth Amboy Free Public Library            | 108 Jefferson St.              |                       | Perth Amboy, NJ 08861        | Middlesex County | Library              |
| Phillips Lighting                          | 331 Franklin Square Drive      |                       | Spartanburg, NJ 08875        | Middlesex County | Library              |
| Plainfield Public Library                  | 805 Howe Lane                  |                       | Plainfield, NJ 08854         | Middlesex County | Library              |
| Plainfield Free Public Library             | 641 Plainfield Road            |                       | Plainfield, NJ 08856         | Middlesex County | Library              |
| Porton Bay Medical Center                  | 882 New Brunswick Ave.         |                       | Perth Amboy, NJ 08861        | Middlesex County | Library              |
| Rutgers University                         | Archibald S Alexander Library  | 160 College Ave       | New Brunswick, NJ 08903      | Middlesex County | Library              |
| Rutgers University                         | Library of Science & Medicine  | Boyer Rd Busch Campus | Plainsboro, NJ 08854         | Middlesex County | Library              |
| Rutgers University                         | 123 George St.                 |                       | New Brunswick, NJ 08901      | Middlesex County | Library              |
| Sageville Free Public Library              | 1020 Washington Rd.            |                       | Perth, NJ 08820              | Middlesex County | Library              |
| Shawna AG                                  | 765 College Rd.                |                       | Princeton, NJ 08540          | Middlesex County | Library              |
| South Brunswick Public Library             | 110 Kingston Lane              |                       | Warren, NJ 08802             | Middlesex County | Library              |
| South Plainfield Free Public Library       | 3484 Plainfield Ave.           |                       | South Plainfield, NJ 07080   | Middlesex County | Library              |
| South River Public Library                 | 85 Appleby Ave.                |                       | South River, NJ              | Middlesex County | Library              |

**APPENDIX P**  
**DRAFT AFFIRMATIVE MARKETING PLAN RESOLUTION**

*DRAFT*

**RESOLUTION  
OF THE MAYOR AND COUNCIL OF THE  
TOWNSHIP OF OLD BRIDGE, COUNTY OF MIDDLESEX  
STATE OF NEW JERSEY  
ADOPTING THE 'AFFIRMATIVE MARKETING PLAN'  
FOR THE TOWNSHIP OF OLD BRIDGE**

*WHEREAS, in accordance with the Fair Housing Act and the New Jersey Uniform Housing Affordability Controls (N.J.A.C. 5:80-26-1, et seq.), the Township of Old Bridge is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created within the Township of Old Bridge are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 3, the Housing Region encompassing the Township of Old Bridge.*

*NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Old Bridge, County of Middlesex, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:*

**Affirmative Marketing Plan**

- A. All affordable housing units in the Township of Old Bridge shall be marketed in accordance with the provisions herein unless otherwise provided by law or regulation of the State of New Jersey.
- B. The Township of Old Bridge has a Prior Round obligation that it has fulfilled, with a surplus of credits to be applied to the Third Round plus a remaining Third Round rental obligation. This Affirmative Marketing Plan shall apply to all developments that contain or will contain low- and moderate-income units, including those that are part of the Township's prior round Fair Share Plan and its current Fair Share Plan and those that may be constructed in future developments not yet anticipated by the Fair Share Plan.
- C. The Affirmative Marketing Plan shall be implemented by an Administrative Agent designated by and/or under contract to the Township of Old Bridge. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developer/seller/owner of the affordable unit(s).
- D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Township of Old Bridge, shall undertake all of the following strategies:
  - 1. Ensure that the owner publishes at least one advertisement in a newspaper of general circulation within the housing region, with the advertisement subject to the review and approval of the Administrative Agent and paid for by the owner/developer/landlord as per "C", above, and

2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.
  3. At least one additional regional marketing strategy using one of the other sources listed below.
- E. 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 or sponsor of affordable housing. The Affirmative Marketing Plan is also 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 all marketing activities toward the Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Township of Old Bridge is located in Housing Region 3, consisting of Hunterdon, Middlesex and Somerset Counties.
- F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:
4.
    1. All newspaper articles, announcements and requests for pre-applications for low and moderate income units shall appear in at least one major circulation daily newspaper of regional circulation (throughout all of Region 3), or through a series of daily newspapers that reaches all of Region 3 residents. This may include but is not limited to the Star Ledger, the Home News Tribune or the Courier News.
    2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers once a week for four consecutive weeks. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.
    3. The advertisement shall include a description of the:
      - a. Location of the units;
      - b. Directions to the units;
      - c. Range of prices for the units;
      - d. Number of bedrooms in unit (bedroom mix);
      - e. Maximum income permitted to qualify for the units;

- f. Location of applications;
    - g. Business hours when interested households may obtain an application; and
    - h. Application fees.
  - 4. Newspaper articles, announcements and information on where to request applications for low and moderate income housing shall appear at least once a week for four consecutive weeks in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily within Middlesex County and the other two of which shall be circulated primarily outside of Middlesex County but within the housing region.
- G. Applications, brochure(s), sign(s) and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:
- 1. Old Bridge Township Municipal Building
  - 2. Old Bridge Township Web Site
  - 3. Developer's Sales/Rental Offices
  - 4. Middlesex County Administration Building
  - 5. Somerset County Administration Building
  - 6. Hunterdon County Administration Building
  - 7. Old Bridge Township Library
  - 8. Somerset County Library Headquarters
  - 11. Hunterdon County Library Headquarters
- Applications shall be mailed by the Administrative Agent and Municipal Housing Liaison to prospective applicants upon request. Also, applications shall be available at the developer's sales/rental office and shall be mailed to prospective applicants upon request.
- H. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Hunterdon, Middlesex, and Somerset Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers identified in the appendix to Attachment A,

***Affirmative Fair Housing Marketing Plan for Affordable Housing, Township of Old Bridge, Middlesex County (Region 3)*** (attached to and hereby made part of this Resolution).

1. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:

Middlesex County Board of Realtors  
Hunterdon County Board of Realtors  
Somerset County Board of Realtors

2. Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies within the counties of Hunterdon, Middlesex and Somerset:

Welfare or Social Service Board (via the Director)  
Rental Assistance Office (local office of DCA)  
Office on Aging  
Housing Authority (municipal or county)  
Community Action Agencies  
Community Development Departments

3. Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all of the major employers within the region, as listed in the appendix to Attachment A.



- I. The following is a listing of community contact person(s) and/or organizations in Middlesex, Hunterdon and Somerset Counties that will aid in the affirmative marketing program and provide guidance and counseling services to prospective occupants of low and moderate income units:
1. Central Jersey Housing Resource Center, 600 First Ave., Ste. 3, Raritan, NJ 08869
  2. Faith Fellowship Community Development Corporation, 2707 Main Street, Sayreville, NJ 08872-1457
  3. New Jersey Citizen Action, 75 Raritan Ave., Suite 200, Highland Park, NJ 08904
  4. Puerto Rican Action Board, Inc., 90 Jersey Ave., New Brunswick, NJ 08901-3258
  5. Puerto Rican Association for Human Development, Inc., 100 First Street, Perth Amboy, NJ 08861-4645
  6. Housing Partnership for Middlesex County, 2 East Blackwell Street, Dover, NJ 07801
  7. Community Access Unlimited, Inc., 80 West Grand Street, Elizabeth, NJ 07202
  8. Northwest New Jersey Community Action Program, Inc. (NORWESCAP), 350 Marshall Street, Phillipsburg, NJ 08865
- J. A random selection method to select occupants of low and moderate income housing will be used by the Administrative Agent, in conformance with N.J.A.C. 5:80-26.16 (l). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 3 comprised of Hunterdon, Middlesex, and Somerset Counties.
- K. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent 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 re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C 5:80-26-1, *et seq.*
- L. The Administrative Agent shall provide or direct qualified low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.

- M. All developers/owners of low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.
- N. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all low income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or reoccupancy of units continues to be necessary.
- O. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, *et seq.*

I hereby certify that this is a true copy of a resolution duly adopted by the Mayor and Council of the Township of Old Bridge at a Council meeting held on \_\_\_\_\_, 2016.

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Stella Ward, RMC, Township Clerk



**APPENDIX Q**  
**DRAFT AFFORDABLE HOUSING ORDINANCE**

**Draft Ordinance No. \_\_\_\_\_**

**Affordable Housing Ordinance**

**Township of Old Bridge, Middlesex County**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWNSHIP OF OLD BRIDGE TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE TOWNSHIP'S AFFORDABLE HOUSING OBLIGATIONS**

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

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

The Township of Old Bridge shall file such annual monitoring reports as may be directed by the Court regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan. The report shall be filed with the Middlesex County Superior Court and shall be available to the public at the Township of Old Bridge Clerk's Office, One Old Bridge Plaza, Old Bridge Township, New Jersey, 08857.

**Section 1. 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 Sub-code, 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 median household income.

“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 median household income.

“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 Sub-code, 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 median household income for the applicable housing region.

“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 2. 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 Old Bridge pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.

2. In addition, any property in the Township of Old Bridge that is currently zoned for nonresidential uses and that is subsequently rezoned for residential purposes or receives a zoning change or a use variance to permit residential development, or receives a zoning change or a density variance to permit higher density residential development, and provided such residential development provides a sufficient compensatory benefit in terms of the density of development permitted, shall provide an affordable housing set-aside of 15% if the affordable units will be for rent and 20% if the affordable units will be for sale. The determination of a "sufficient compensatory benefit" shall be made by the reviewing authority based upon prevailing legislation and/or case law.

3. The following sections 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 3. Reserved**

#### **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<br>Units Completed | Minimum Percentage of Low- and<br>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 10 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of median income). The very low income units shall be counted as part of the required number of low income units within the development.

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be 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 Sub-Code, 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 Sub-Code, N.J.A.C. 5:23-7, or evidence that the Township of Old Bridge 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 Old Bridge'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 Old Bridge 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 Old Bridge 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 Sub-Code, 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 Sub-Code, N.J.A.C. 5:23-7.

### 3. Design:

a. In inclusionary developments, to the extent possible, low- and moderate-income

units shall be integrated with the market units.

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

4. Maximum Rents and Sales Prices:

a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by COAH or a successor entity.

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that *at least 10 percent of all low- and moderate-income rental units shall be affordable to very low-income households, earning 30 percent or less of the regional median household income.*

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 rent of low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

## **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 DCA 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 the Township of Old Bridge 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, however, the Administrative Agent may, upon approval by the Township Council, and subject to the Court's approval, permit moderate-income purchasers to buy low-income units in housing markets if the Administrative Agent determines that there is an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing and pricing restrictions for low-income units.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

#### **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 the Township of Old Bridge 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 Middlesex. 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 median income.
  - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
  - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.
2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
  - a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

#### **Section 17. Municipal Housing Liaison**

1. *The Township of Old Bridge shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, monitoring and reporting, and, where applicable, supervising any contracted Administrative Agent. The Township of Old Bridge shall adopt an Ordinance creating the position of Municipal Housing Liaison. The Township of Old Bridge shall adopt a Resolution appointing a Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.*

2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Old Bridge, including the following responsibilities which may not be contracted out to the Administrative Agent:

a. Serving as the Township of Old Bridge'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 the Township of Old Bridge's Fair Share Plan;

c. Compiling, verifying and submitting annual monitoring reports as may be required by the Court;

d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and

e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

3. Subject to the approval of the Court, the Township of Old Bridge shall designate one or more Administrative Agent(s) to administer newly constructed affordable units in accordance with UHAC. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the Township Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the contracting Administrative Agent(s).

#### **Section 18. Administrative Agent**

The 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 Old Bridge and the provisions of N.J.A.C. 5:80-26.15; and

b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. **Household Certification:**

a. Soliciting, scheduling, conducting and following up on interviews with interested households;

b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and

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

3. Affordability Controls:

a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;

c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Middlesex County Register of Deeds or Middlesex 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 Re-rentals:

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 re-rental; and

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

5. Processing Requests from Unit Owners:

a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

c. Notifying the municipality of an owner's intent to sell a restricted unit; and

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

**6. Enforcement:**

a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

c. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;

d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;

e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and

f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Township Council and the Court, setting forth procedures for administering the affordability controls.

**7. Additional Responsibilities:**

a. The Administrative Agent shall have the authority to take all actions necessary

and appropriate to carry out its responsibilities hereunder.

b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet any monitoring requirements and deadlines imposed by the Court.

c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

#### **Section 19. Affirmative Marketing Requirements**

1. The Township of Old Bridge 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 Middlesex, Somerset and Hunterdon 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 re-rentals. The Administrative Agent designated by the Township of Old Bridge 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 the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

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 Old Bridge 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 OLD BRIDGE**

\_\_\_\_\_  
Stella Ward, RMC, Township Clerk

\_\_\_\_\_  
Owen Henry, Mayor

Introduced:

\_\_\_\_\_

Motion by:

\_\_\_\_\_

Second by:

\_\_\_\_\_

Introduction Roll Call:

Ayes:

**Nayes:**

**Absent:**

**Abstain:**

**Adopted:**

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**Motion by:**

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**Second by:**

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**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 \_\_\_\_\_, 2016.

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**Stella Ward, RMC, 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 Old Bridge held in the Municipal Building on the \_\_\_\_ day of \_\_\_\_\_. 2016, 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 \_\_\_\_\_, 2016, 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.

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Stella Ward, RMC, Township Clerk

**APPENDIX R**

**DRAFT COUNCIL RESOLUTION OF INTENT TO BOND IN THE EVENT  
OF A SHORTFALL OF FUNDS FOR 100% AFFORDABLE HOUSING  
DEVELOPMENT**

***DRAFT***  
**RESOLUTION NO.**

**RESOLUTION OF THE OLD BRIDGE TOWNSHIP COUNCIL  
INDICATING ITS INTENT TO COMMIT TO FUND  
MUNICIPALLY SPONSORED/ONE-HUNDRED PERCENT AFFORDABLE  
PROJECTS IN ITS 1999 – 2025 AFFORDABLE HOUSING OBLIGATION  
IF OTHER FUNDS ARE NOT AVAILABLE**

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**WHEREAS**, the Township of Old Bridge, in the County of Middlesex, State of New Jersey, has filed a declaratory judgment action in the Superior Court seeking substantive certification of its Municipal Housing and Fair Share Plan; and

**WHEREAS**, the Superior Court has determined that to obtain such certification the municipality must provide a Resolution of Intent to fund municipally sponsored/one-hundred percent (100%) affordable projects in its Plan if other funds are not available; and

**WHEREAS**, the Township of Old Bridge anticipates that funding will come from the following source(s) to satisfy said obligation:

**AFFORDABLE HOUSING TRUST FUND OF THE TOWNSHIP OF OLD BRIDGE  
IN THE AMOUNT OF \$XXXXXXXX; and**

**WHEREAS**, in the event that the above funding source proves to be inadequate to meet the Township of Old Bridge's funding obligation, the Township shall provide sufficient funding to make up any shortfall;

**NOW, THEREFORE BE IT RESOLVED** by the Old Bridge Township Council of the Township of Old Bridge, County of Middlesex, State of New Jersey that the Township Council



does hereby agree to fund any shortfall in its affordable housing program that may arise, either due to inadequate funding from other sources, or for any other reason; and

**BE IT FURTHER RESOLVED** that any said shortfall shall be funded by bonding or any other financial vehicle which the Township Council deems reasonable and appropriate to meet said need; and

**SO RESOLVED**, as aforesaid.

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Brian J. Cahill, Council President

**CERTIFICATION**

I hereby certify the foregoing Resolution to be a true and exact copy of a Resolution adopted by the Old Bridge Township Council at its meeting held on \_\_\_\_\_, 2016.

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Stella Ward, RMC, Township Clerk

