



## GREENWICH TOWNSHIP AFFORDABLE HOUSING PLAN

### FREQUENTLY ASKED QUESTIONS

7/10/18

#### 1. What is the affordable housing mandate from the State of NJ?

**Answer:** In 1975, the New Jersey Supreme Court ruled in a decision commonly known as Mount Laurel I that “developing” municipalities in New Jersey are required to provide a “realistic opportunity” for the creation of affordable housing (this is called the Mount Laurel Doctrine). A second ruling in 1983 (Mount Laurel II) extended the obligation to provide affordable housing from “developing” municipalities to all municipalities and established a “builder’s remedy,” which is a site-specific re-zoning awarded to a lot owner or developer who establishes that a municipality’s ordinances do not create a realistic opportunity for the creation of affordable housing. In 1985, the State legislature adopted the Fair Housing Act (“FHA” or “the Act”), which, among other things, established the Council on Affordable Housing (“COAH”) to adopt rules for the calculation and satisfaction of municipal affordable housing or “fair share” obligations as an alternative to “builders remedy” litigation. The New Jersey Supreme Court in a decision commonly known as Mount Laurel III upheld the FHA and the creation of COAH.

A builder’s remedy is a court order that requires a municipality to allow a lot owner or developer the right to develop residential projects that include an affordable housing component (known as inclusionary housing) with little regard to the densities or land uses permitted on the lot under the existing zoning. A municipality that is subjected to a successful builder’s remedy lawsuit may be required by the Courts to permit, for example, a multi-family complex in a district zoned exclusively for single-family residential uses. Such a judgment overrides local zoning control.

Under the rules and regulations that were adopted by COAH, municipalities can be granted immunity from a builder’s remedy lawsuit by adopting a Housing Plan Element and Fair Share Plan (and then subsequently adopted implementing ordinances) that comply with the FHA and COAH’s rules and regulations.

COAH completed two “rounds” of affordable housing between 1987-1993 (Round 1) and 1993-1999 (Round 2). These rounds included adoption of a methodology that identifies the affordable housing obligation for each municipality (how many affordable units are required) and rules for satisfying that obligation. Between 1999 and 2014, COAH attempted to adopt Third Round methodology and rules three times; the first two versions were adopted in 2004 and 2008, but were invalidated by the Courts, and COAH’s vote to adopt the third version in October 2014 ended with a 3-3 tie vote and, thusly, that version was never adopted. In March 2015, the New Jersey Supreme Court determined (in Mount Laurel IV) that COAH had failed to fulfill its responsibilities so dissolved the COAH administrative process and transferred authority over the Third Round of affordable housing obligations to the Superior Court until

COAH adopted new rules or the State legislative or executive branch intervened. Since that time, over 300 municipalities in the State, including Greenwich, filed Declaratory Judgment actions in Superior Court in order to demonstrate compliance with the FHA as they normally would have before COAH. While the affordable housing process is now through the courts, the rules and regulations that the courts must follow are the prior Second Round rules and regulations adopted by COAH.

**2. How many affordable units is the Township responsible for in this Third Round of affordable housing obligations?**

**Answer:** There is no precise answer to this question and that is the primary reason the Township settled its Declaratory Judgment action with the Fair Share Housing Center (“FSHC”), a non-profit organization that represents the interests of low and moderate income people in the State of New Jersey. FSHC’s expert projected Greenwich’s Third Round affordable housing obligation at 292 units under COAH’s Second Round rules. The Township settled with FSHC at an agreed upon Third Round affordable housing obligation of 204 units. Subsequently, a trial was held in Mercer County by Judge Mary Jacobson and, while her decision is technically binding on Mercer County municipalities only, two state-wide extrapolations have been done using the methodology she came up with in her decision and under both extrapolations the Township’s Third Round affordable housing obligation would be 299 units. FSHC would not, and will not, settle the Declaratory Judgment action with an agreed upon number only. FSHC would settle only if the settlement also included the mechanism(s) by which the Township will provide the realistic opportunity for the creation of the affordable housing, specifically, the mechanism(s) by which the Township will provide the realistic opportunity for the creation of 204 units of affordable housing. Finally, COAH’s Second Round rules contain various requirements and offer various “bonus” credits. One requirement is that a municipality must provide a minimum of 25% of its obligation as rental units and no more than 25% of the obligation as senior units. Additionally, a municipality may receive bonus credits for rental units of no more than 25% of the obligation *if* certain requirements are met. To meet the 204 unit obligation, accounting for bonus credits and credits for existing affordable units already located in the Township, requires a realistic opportunity to create 121 units of affordable housing. To meet the 204-unit obligation, accounting only for credits from existing affordable units already located in the Township and receiving no bonus credits, requires a realistic opportunity to create 169 units of affordable housing. See below for additional detail.

The calculation of the minimum number of units is as follows:

204 Unit obligation	204 Unit obligation
- 32 existing affordable units	- 32 existing affordable units
- <u>51 bonus credits</u>	- <u>3 bonus credits (existing units)</u>
<i>121 affordable units</i>	<i>169 affordable units</i>

### 3. What options to satisfy the affordable housing obligations were/are available?

#### Answer:

- 1) Make a deal with a landowner that has available, approvable, developable and suitable property to build an inclusionary housing development, meaning containing market and affordable units, with 20% of the total number of units being affordable units.

Outcome: In order to meet the 204 unit obligation using inclusionary housing, the developer's land would have to be zoned for 845 units (20% of 845 is 169). The reason that this option would require the Township to provide for 169 units instead of 121 units is because this option likely prevents the Township from claiming the 51 bonus credits. The Township was not willing to create a total of 845 new housing units to satisfy its 204 unit obligation.

- 2) Make a deal with a landowner that has available, approvable, developable and suitable property to build a mixed-use development where, in exchange for zoning to allow non-residential usage, the landowner would provide affordable housing units.

Outcome: In the past the Township tried pursuing this option with a landowner that has sewer available (Block 36, Lot 2). A sub-committee was created and discussions with the landowner took place. The Township was close to reaching a deal that would have provided for a warehousing, retail and a hotel on the property, as well as some affordable housing on the site (not all of the Township's obligation), but the landowner changed its mind and wanted only housing, similar to option #1 above, which the Township rejected.

- 3) The Township builds the affordable housing on its own consistent with the State's affordable housing rules. Note this option allows the Township to claim bonus credits.

Outcome: If the Township decided to build 121 affordable rental units this option would cost an estimated 19 million dollars and the management of the building of the development and the responsibility to find tenants would rest on the Township. The Township would be required to build a minimum of 48 rental units (51 unit rental obligation minus 3 existing rental affordable units). If the Township decided to build the remaining 70 units as "for sale" units then the net cost to build would be approximately 11 million dollars with the understanding that some of the cost would be re-cooped via selling the units. The Township would also have to manage and sell the units on its own.

- 4) Do not implement the executed settlement agreement with FSHC and go to trial.

Outcome: First, unless the Township was able to get FSHC to agree to allow it out of the settlement, FSHC would likely go to court and request that the court enter an order enforcing the settlement. Even if the court declined to order the Township to go ahead with the Dumont Road project, at minimum, it is likely that the court would void the Township's immunity from Builder Remedy lawsuits which it granted to the Township after it filed the Declaratory Judgment action. This would open up the Township to a Builders Remedy Lawsuit, which will be discussed in another FAQ question. Suffice it to say that the Township loses its zoning control under a Builder's Remedy. The landowner or developer gets to make the decisions as to the number of units and density of development.

If FSHC would not agree to allow the Township to renegotiate the settlement, then there would be a trial. The trial would initially be about the Township's Third Round affordable housing obligation. It is more likely than not that the number that the trial court would assign to the Township would be

closer to the 299 number that Judge Jacobson’s methodology would produce rather than the 204-settlement number that the Township achieved by settling the Declaratory Judgment action with FSHC. Second, the trial would then turn to the Township to propose and prove how the Township would satisfy its Third Round affordable housing obligation. The same issues that the Township faces regarding its plan with the 204-settlement number, would be faced with the higher trial number that would likely result.

- 5) Zone for and donate the land for a municipally sponsored 100% affordable rental housing project to be built, owned, maintained and operated by a 100% affordable housing developer.

Outcome: This is what the Township has opted for. The Township satisfies its rental obligation and only has to provide for 121 rental units to satisfy its 204 unit obligation because of the bonus credits it will receive. And, the Township does not have to zone for the additional market rate units that would be required through inclusionary housing to create the 169 units of affordable housing that would be required. Again, the Township would have to zone for 845 units to provide for the 169 affordable units (20% of 845 is 169).

- 6) The Township builds a 100% affordable sale project to meet the obligation(Owned units).

Outcome: This option does not allow the Township to meet its rental obligation, as such it is highly unlikely that any Housing Plan that provides for such a development would be approved. If it were approved, the Township would not be eligible for bonus credits. As such, with an obligation of 204 units the Township would be required to construct and additional 48 units for a total of 169 units (121 + 48). Additionally, if such a housing plan were proposed or approved it is highly unlikely FSHC would continue to support the settled obligation of 204 units. It can be assumed they would seek a higher obligation, such as approximately 299 units and this would require additional for sale housing to be constructed. The net construction cost for constructing 169 units of multi-family sale housing is roughly \$8.5 million.

#### **4. How are the number of units each municipality is obligated for determined, what are the Township’s numbers, and how is the Township addressing its obligations?**

**Answer:** There are three components of each municipality’s affordable housing obligation:

- 1) Rehabilitation Obligation: An estimate of the number of housing units in the municipality as of April 1, 2015 which are structurally deficient and occupied by low- and moderate-income households. The Township’s rehabilitation obligation is 8 units. The Township is addressing this rehabilitation obligation through participation in the Warren County rehabilitation program.
- 2) Prior Round Obligation: The cumulative “new construction obligation” (obligation that must be addressed through the creation of new housing units) assigned to the municipality in the First Round (1987-1993) and the Second Round (1993-1999). The Township’s prior round obligation is 41 units and is fully satisfied with existing units that were constructed during the prior round.
- 3) Third Round Obligation: The “new construction obligation” (obligation that must be addressed through the creation of new housing units) assigned to the municipality from 1999 through 2025. It includes the following components of the obligation that are often collectively referred to as the “third round”.

- A) “Gap” Present Need: An estimate of the affordable housing need that accumulated in the municipality between the end of the Second Round (1999) and 2015, during which time COAH failed to adopt valid rules.
- B) Prospective Need: A projection of affordable housing need that will accumulate between 2015 to 2025.

The prior round obligation was calculated by COAH during the prior round time period. The rehabilitation and third round obligations are in the process of being determined by either a settlement agreement between a municipality and Fair Share Housing Center (“FSHC”), or by engaging in a Superior Court trial. During the trial the Judge evaluates calculations prepared by municipal experts and FSHC with the help of a Special Master. Once the trial is completed the Judge issues a decision that relates to those municipalities which were the subject of the trial.

Calculation of the third round obligation can be very briefly summarized as follows. The obligation is based on the statewide need for affordable housing that begins with state population and County household projections. The need is allocated to municipalities based on factors related to changes in employment, household income, land capacity to accommodate growth, household demolitions, conversions from (typically) single-family homes to multi-family homes, and creation/loss of naturally occurring affordable units.

Third round obligations are calculated in one two ways – via settlement with FSHC based on their methodological calculation or via trial in Superior Court. Greenwich has determined its third round obligation via September 2017 settlement with FSHC. A trial in Superior Court entails a municipality using its methodology expert and attorney to argue for the obligation as they calculate it against FSHC, as well as any developers who may intervene in the case. This has only occurred in one County thus far, Mercer County, where there was approximately 40 days of trial that preceded an opinion of more than 200 pages.

As set forth above, the Township’s Third Round Obligation (1999 to 2025) is 204 units through the settlement with FSHC. A small portion of this obligation has been satisfied with units created during the prior round that were over and above the prior round obligation.

**5. Why are the units proposed with the 100% affordable housing project all rentals and not owned or senior restricted?**

**Answer:** The municipality must provide a minimum of 25% of the third round obligation as rental units and no more than 25% of the third round obligation as senior units. Municipally sponsored affordable housing projects that are 100% affordable are nearly always funded by the Low Income Housing Tax (“LIHTC”) program. Note that all 100% affordable housing projects require substantial financial subsidies. While other funding sources exist, they are insufficient for funding any substantial component of a large project. **LIHTC funding is only available to rental projects.** Less LIHTC funding is provided for senior projects as compared to family projects which are available to all households. As such, development of family units can increase the pool of funding accessible to the project. 100% affordable developers of projects the size of what it proposed here in the Township work strictly with rental units.

## **6. Why has the project been proposed in this location?**

**Answer:** Municipally sponsored construction requires municipal control of the site, which is defined as ownership or a contract to purchase, and is developable (i.e. not preserved for open space or agriculture). Additionally, these projects typically require a land donation (or additional municipal funding equivalent to the land costs) for the project's financial feasibility and access to public sewer and water. This property meets those criteria: municipal control, ability to provide land donation, and access to public sewer and water. The property at issue became available for purchase at a reasonable price in 2010 and was purchased by the Township Committee in 2010 using the affordable housing trust funds, meaning no taxpayer raised funds. Properties purchased using this money must be used for affordable housing purposes. The decision back in 2010 to purchase the property set the stage for the project proposed today.

## **7. Why can't we change zoning in our town to not allow this type of development?**

**Answer:** The current zoning of the Dumont Road site does not allow the proposed development. In fact, the zoning must be changed to allow it. Providing the zoning, or not, does not drive the affordable housing obligation. The obligation is a State generated obligation. In fact, the underlying rationale of the Mount Laurel doctrine is that municipalities cannot lawfully through their zoning exclude low and moderate income persons. The Mount Laurel doctrine requires municipalities to adjust their zoning to allow affordable housing up to the municipality's affordable housing obligation.

## **8. Why wasn't the zoning changed in 2010 when the property was purchased to allow the project?**

**Answer:** The zoning wasn't changed in 2010 because the Township could not determine what its Third Round obligation was at that time and, additionally, the Township was negotiating with another landowner (Block 36, Lot 2) at that time in an effort to split the affordable housing between the two sites. It was not until the settlement was reached that the Township knew for certain what its Third Round obligation was. Since affordable housing funds were used to buy the land in 2010 and that the property was purchased for the purpose of constructing an affordable housing site the Land Use Board adopted a Housing Plan Element and Fair Share Plan on January 14, 2015 that selected the Dumont Road site (Block 26, Lot 2) as the site for a municipally sponsored 100% affordable housing project, which the 2015 HPE&FSP calls out as a "144 family rental unit" project. The 2015 HPE&FSP was adopted long before the settlement with FSHC was even contemplated, let alone negotiated and signed, and even prior to the Township filing its Declaratory Judgment action in the Superior Court which did not occur until July, 2015.

## **9. Isn't the re-zoning of the Dumont Road property illegal spot zoning?**

**Answer:** No. Illegal spot zoning is a re-zoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding uses and not for the purpose or effect of furthering the comprehensive zoning plan. While this rezoning may feel like spot zoning because it is re-zoning of just one lot, it is not illegal spot zoning because the re-zoning is not only consistent with but is required to implement the Township's Housing Element and Fair Share Plan of the Master Plan. Furthermore, Courts have upheld site specific re-zoning adopted to aid the creation of affordable housing.

**10. Can the Township satisfy its obligation anywhere else in Greenwich and not use the Dumont Road site?**

**Answer:** No, unless the Township institutes eminent domain proceedings to take private property from a landowner and pay just compensation for it or unless it wanted to do an inclusionary development of 845 units with a 20% set aside (20% of 845 is 169). There are very few options due to the limited availability of developable lots with access to sewer and water.

**11. Is this Third Round the last round or affordable housing or will there be other rounds?**

**Answer:** No. Under the Mount Laurel doctrine and the FHA, there will be future rounds. Each round is 10 years. The Third Round ends in July 2025 and the Fourth Round begins in July 2025 and extends through July 2035.

**12. Is there a plan for how the Township will satisfy the Fourth Round?**

**Answer:** As of now there is not. As set forth above, the Fourth Round of affordable housing obligation begins in July 2025. The Township Committee and Land Use Board will begin working on this once the fourth round rules and obligations are issued. It is hoped that the Legislature will step in prior to July 2015 and amend the FHA to send affordable housing matters back to COAH under more reasonable rules.

**13. Will the township utilize all credits to minimize the impact of this project as much as possible?**

**Answer:** Yes. The Township Committee has committed to using every available option at its disposal to minimize the number of units built to satisfy its obligation while also reducing the cost to the municipality. The minimum number possible is 121 units (gained by the Township opting to use all available bonus credits) and the maximum is 169. The Township is currently in the process of finding a developer to agree to Township requirements and to build and manage the project to minimize the cost to the Township. In turn, the Township will deed over the land to the developer for \$1.00.

The calculation of the minimum number of units is as follows:

204 Unit obligation	204 Unit obligation
- 32 existing affordable units	- 32 existing affordable units
<u>- 51 bonus credits</u>	<u>- 3 bonus credits (existing units)</u>
<i>121 affordable units</i>	<i>169 affordable units</i>

**14. Is there a deadline on when these units need to be built?**

**Answer:** COAH's Second Round rules require municipally sponsored construction projects to be under construction within 2 years of approval of a Town's housing plan. However, it is accepted by the Courts that such projects are not constructed until funding is identified.

**15. Will these units pay taxes?**

**Answer:** They will pay a Payment In Lieu of Taxes ("PILOT") for a period of 30 years or more. While not taxes, these payments provide municipal revenue. At the end of the PILOT period, the taxes will be paid based on the assessed value of the project at that time. Nonprofit development of the site may impact tax payments at the conclusion of the PILOT.

**16. How many children are estimated to be generated by this development?**

**Answer:** A more precise estimate can be completed once a developer and design are selected. However, it can be estimated at this time that less than 100 public school children may be generated by a 121-unit multi-family affordable rental project.<sup>1</sup>

**17. Will the State of NJ provide funding for the additional children this mandated project will include in our schools?**

**Answer:** No. Compliance with the State's affordable housing rules do not entitle a municipality to additional state funding. The Council on Local Mandates has ruled that affordable housing is not considered to be an unfunded mandate.

**18. Can the residents that live within 200 ft of this development get tax breaks?**

**Answer:** Taxes are based on the assessed value of your homes. Any assessment done after the affordable housing units are built will presumably take into consideration the impact this development has on home values within close proximity. But, this presumes that the Township will conduct an overall reassessment or that individual homeowner's appeal their tax assessment.

**19. Can the Township delay this and are there consequences in delaying?**

**Answer:** Delay without violating the Settlement Agreement and Court Order requires extension from the Court. The Court will likely seek input on the matter from FSHC. Extensions may be provided for good cause in order to better advance the production of affordable housing. Good cause can be defined as those intended to advance the production of affordable housing, such as but not limited to finalizing an agreement with a developer or contract for the administration of affordable housing. Good cause will not be found where the reason for the delay is the sole purpose of delay.

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<sup>1</sup> Listokin (2006). [Who Lives in New Jersey Housing? New Jersey Demographic Multipliers](#). New Brunswick, New Jersey. Center for Urban Policy Research, Edward J. Bloustein School of Planning and Public Policy, Rutgers, The State University of New Jersey

**20. Will the Township be the landlords for this property?**

**Answer:** No. The plan is for the Township to submit a Request for Qualifications (RFQ) to get a 100% affordable housing developer that will own, build, maintain and manage the project. In this scenario the developer will be the landlord. Only if a developer cannot be found and the Township is required to build the units on its own will the Township be the landlord. This is not the desired or intended result.

**21. How is the developer chosen?**

**Answer:** The developer will be selected via a RFQ process where the developer will be selected by the Township Committee during a public meeting. The RFQ process entails the municipality releasing a request for qualifications (“RFQ”) that asks developers to submit their qualifications and experience constructing and managing similar projects. The Township Committee selects the developer it finds to be best suited to the project and does so via a Resolution. The Township Committee and developer will subsequently enter into a developer’s agreement that sets forth the roles and responsibilities of each party, as well as the timing of the development process.

**22. How will the buildings be designed?**

**Answer:** The Township will be asking developers for their ideas based on the zoning requirements and specifications in the RFQ. The draft MF-1 ordinance permits no more than 12 units per building. Additional architectural and site design standards are also set forth in the ordinance.

**23. Will the Township continue to own the property that these units are built on?**

**Answer:** As set forth above, the plan is for the Township to submit an RFQ to get a 100% affordable housing developer that will own, build, maintain and manage the project. In this scenario the developer will own the property. Only if a developer is not found and the Township is required to build the project itself will the Township own the property.

**24. Will this development allow section 8 applicants?**

**Answer:** It is unlikely but possible. Section 8 applicants do not often reside in LIHTC funded projects. Notwithstanding, it should be noted that the eligibility for Section 8 is household income, much like LIHTC applicants, meaning that government assistance can be available to renters.

**25. Will/Must a Builders Remedy project contain rental units?**

**Answer:** The make-up of units under a Builder’s Remedy, i.e., sale v. rental, is the decision of the developer / landowner that is awarded the builder’s remedy.

**26. What kind of control would the Township have on the design of a Builders Remedy project?**

**Answer:** Hardly any. There is opportunity to negotiate, but the municipality's zoning standards are basically irrelevant. It should be assumed that the density (dwelling units per acre) awarded to a landowner or developer under a builder's remedy will exceed that which the municipality is comfortable with.

**27. If there is a Builders Remedy will the affordable units required still be 121 to 144?**

**Answer:** Not necessarily. If there is a Builder's Remedy, it is safe to assume that the Township's Third Round obligation will not be 204 but will be closer to 299 because the Settlement Agreement stating the obligation is 204 units will have been found invalid if a Builder's Remedy is awarded to a developer / landowner. And, the number could be more because the landowner or developer who seeks the Builder's Remedy could find an expert who comes up with a methodology resulting in a higher number than 299. The total number of affordable units under a Builder's Remedy scenario will likely be more than 121. Further, the number of affordable units will be dependent on the size of the Builder's Remedy site and the density awarded by the Court. As set forth above, in order to achieve the result of having 204 affordable housing units constructed for sale by a developer, the developer's land would have to be zoned for 845 units (20% of 845 is 169). Likewise, in order to achieve the result of having 299 affordable housing units constructed for sale by a developer and if the project included for sale units, the developer's land would have to be zoned for 1,320 units (20% of 1,320 is 267; 299 – 32 existing affordable units – 3 bonus credits (existing units) = 264). It can be assumed that if a Builder's Remedy developer / landowner has a large enough site, they would seek to maximize the total units with no more than 20% set aside for affordable housing. Finally, in the event that the Builder's Remedy developer does not have a large enough site to accommodate the total amount of the Township's Third Round affordable housing obligation, Courts typically require municipalities to prepare a Housing Plan with implementing ordinances to satisfy any obligation that would remain after the award of the Builder's Remedy to a particular developer.

**28. What type of density would be allowed in a Builders Remedy?**

**Answer:** This is impossible to answer. What can be said is that, whereas the presumptive density under COAH's Second Round rules is 6 units per acre, double that density (12 units per acre) or more would not be surprising for a builder's remedy. Most importantly, it should not be assumed that the Township would have the ability to negotiate a substantially lower density than that proposed by a developer or landowner who is awarded a builder's remedy.

**29. Does the Township have say in the type of market rate units built in a Builders Remedy?**

**Answer:** Hardly any. While some negotiation is typical in a builder's remedy scenario, it should not be assumed that the Township would have the ability to change the unit type from that which was proposed by the developer or land owner.

**30. Can a Builder sue the Town and force them to utilize the current proposed location to build the current proposed project?**

**Answer:** No. A Builder's Remedy developer is entitled to a site-specific re-zoning of his or her site, not a Township owned site. That said, FSHC could go to court and seek to have the Township ordered to re-zone the current proposed location for some sort of affordable housing, especially if the Builder's Remedy developer cannot accommodate all of the Township's Third Round obligation on the developer's site.

**31. Has the School Administration been briefed on the impact of the proposed project and a possible builders remedy?**

**Answer:** The Township has had discussions with the School Superintendent and conveyed the possibility of new affordable housing units and the possible amount. The implication of a builder's remedy lawsuit was also discussed. The Township will continue to keep the School Superintendent apprised of the situation.

**32. Was the Land Use Board involved in the planning of the current proposed solution?**

**Answer:** Yes. In 2010 the Township Committee purchased land (Dumont Road site Block 26, Lot 2) utilizing affordable housing funds. By utilizing affordable housing funds, the Committee targeted that property for future affordable housing obligation. Knowing this and trying to minimize the impact to the Township, the Land Use Board adopted a Housing Plan Element and Fair Share Plan ("HPE&FSP") on January 14, 2015 which selected that site for municipally sponsored 100% affordable housing project, which the 2015 HPE&FSP calls out as a "144 family rental unit" project. The 2015 HPE&FSP was adopted long before the settlement with FSHC was even contemplated, let alone negotiated and signed, and even prior to the Township filing its Declaratory Judgment action in the Superior Court which did not occur until July 2015. The Land Use Board has been and will continue to be kept informed and consulted on land use aspects of the proposed development.

**33. How does sewer come into play when deciding where affordable housing needs to be located? Is it the access to a sewer line or allocation that is needed or both ?**

**Answer:** Sewer capacity and access via a sewer line is necessary.

**34. Will utilities in the area be affected because we have heard that a lot of these low income affordable housing don't pay electricity and gas and some even get free WiFi. Will all rates be increased as a result?**

**Answer:** The low and moderate income units are required to pay for electricity and gas. They are also required to pay for WIFI. Utility rates will not increase as a result of the construction of an affordable housing project.

**35. Why isn't the Township preserving all undeveloped land as Open Space so there is no other land for a developer to build in case of Builders Remedy?**

**Answer:** First, there is simply too much undeveloped land in the Township so that preserving all of it would cost more money than the Township and its taxpayers could afford. Second, the Township has an aggressive Open Space preservation policy. Over the last 18 years 1,478 acres have been preserved by partnering with the state and county. Since January 2017 the town preserved 249 acres of farmland. The Township continues to pursue Open Space and Farmland preservation and is always identifying opportunities and trying to work with landowners to preserve. Greenwich Township employs an Open Space consultant who works with the Township Open Space Committee. There are maps that you can obtain showing all the land preserved in the Township.

**36. What are the next steps in the process to build the settled upon affordable housing?**

**Answer:** In addition to adopting the ordinance, the Township's Housing Plan Element and Fair Share Plan must be approved by Superior Court. Meanwhile the Township should continue developing the RFQ to select the developer. Once the developer is selected and a developer's agreement with the Township Committee is executed, the developer will seek site plan approval from the Land Use Board. This process will be the same as all applications for development that appear before the Land Use Board. Presuming site plan approval, the developer will seek Low Income Housing Tax Credit (LIHTC) funding, and perhaps other funding as well. The LIHTC funding application will require the Township to enter into a Payment In Lieu of Taxes ("PILOT") agreement with the developer. Construction will begin once funding is awarded to the project.