

Township of Bridgewater
Somerset County, New Jersey

Amended
Housing Plan Element
and
Fair Share Plan

November 25, 2023

Prepared by the
Bridgewater Township Planning Board

The original of this report was signed and sealed
In accordance with N.J.A.C. 13:41-1.3

Scarlett Doyle, PP
NJ Licensed Professional Planner No. 02364

EXECUTIVE SUMMARY

This Plan Amendment supports the Bridgewater Township position that the 40 affordable family rental units, previously approved for Block 483 Lots 17, 18 and 19 and locally known as the Center of Excellence project, is appropriate to be removed as a requirement at this location and that these 40 affordable family rental units will be relocated to Block 400 Lot 7 within the Township.

BACKGROUND

The Bridgewater Township Council adopted a Redevelopment Plan Ordinance for portions of the Center of Excellence site known as Tax Map Block 483 Lots 17, 18 and 19. The Redevelopment area, located along Route 202/206 North was zoned to the Redevelopment Special Economic and Employment District (R-SEED). In addition to commercial uses, the R-SEED Redevelopment Plan for the Center proposed a 400-unit residential complex. The residential component included 40 affordable family rental units in accordance with state requirements for affordability, including controls on unit size, income levels, bedroom mix and a unit delivery schedule. These low-and moderate-income units were part of Bridgewater's state-mandated obligation and incorporated in the Third Round Affordable Housing Element and Fair Share Plan as noted in Revised Settlement as executed by Bridgewater Township on February 28, 2017.

The Planning Board granted site plan approval for a mixed-retail, office uses and a multifamily dwelling complex of 400 apartment/condominium dwelling units at the Center of Excellence site. After time spent in litigation with the owner, the Township and owner of the property negotiated additional, alternative uses for the R-SEED zone.

As part of the litigation settlement with the property owner, an ordinance was adopted to offer a change in development trajectory of the R-SEED tract. The tract would have alternative options of being used to more closely fortify and address needs of the abutting Research and Development campus. In this development option, the permitted non-residential uses were increased and the residential component was eliminated.

With the removal of the residential use in this alternative plan, there was need to find a site where replacement of the 40-affordable, family rental units could be located since these 40 units were part of Amended Third Round Settlement Agreement with the FSHC, Docket No.: SOM-L-934-15.

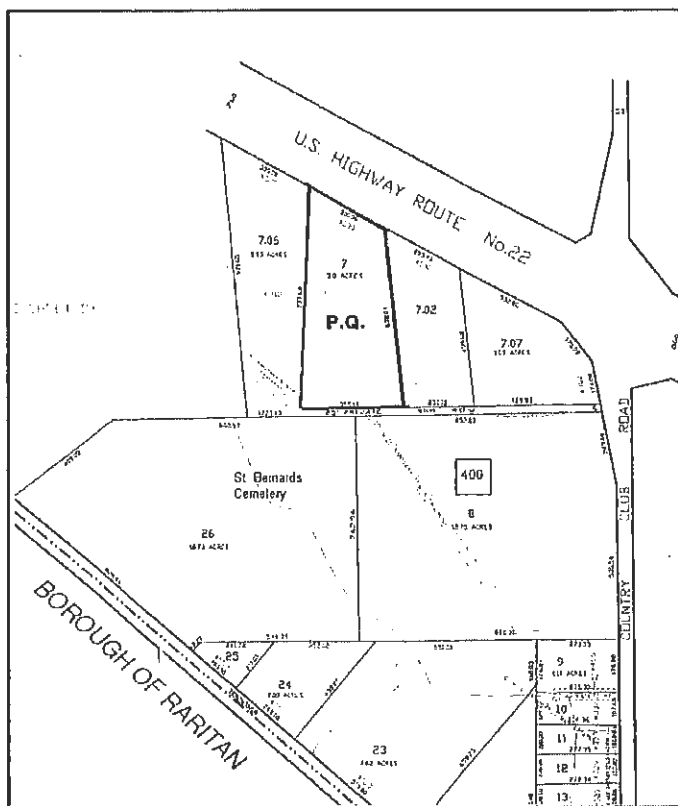
RELOCATED AFFORDABLE UNITS

A Master Plan Land Use Element and Housing Plan Amendment of proposed recommendations and Reexamination Report was adopted on September 13, 2022. This document recognized the obligation for replacement and addressed the need to provide 40 affordable rental units in a

substantive manner with the suggestion for an alternate replacement location for the 40 inclusionary affordable housing rental family units. The Master Plan Amendment recommended adaptive reuse of an existing 128-unit Hyatt Suites complex through the mechanism of a public-private partnership agreement.

The alternate location for all 40 affordable, family rental housing units, in conformance with state requirements, has been designated as Block 400 Lot 7, containing 5.01 acres of land. Unlike the tract in the R-SEED zone, the tract is located within the designated Somerset County Regional Center.

Block 400 Lot 7 is uniquely positioned for this use. The lot is developed into 128 one and two-bedroom housing suites, which are full residential units that are being converted into apartments.



The site lies within the Somerset Regional Center.

These apartments offer 'immediate' availability of affordable housing.

All affordable units will be rental units

The intention is to develop the lands in Block 400 Lot 7 as a single development entity, in accordance with the RMDU-26, Multifamily Residential Zone standards.

The desire to provide affordable housing units consistent with the Court-approved Housing Plan prompted the search for suitable sites for 40 affordable

units. This search resulted in the recommendation that the existing Hyatt Inn executive Suites be repurposed from longer term hotel-style stay units to apartments which would include an inclusionary affordable housing component. No new additional units were needed to conform with the Court-approved settlement agreement with Fair Share Housing. The Township adopted the necessary ordinances to effectuate the development of affordable units at this location. The permitted use of former Embassy Suites executive stay 'hotel' was rezoned for inclusionary development of an apartment use pursuant to N.J.A.C. 5:93-5.6. The site contained water, sewer,

and the density for the project exceeded the presumptive density of 4 to 6 units per acre in that the density of this project is 26 units per acre.

The site is well-landscaped and existing amenities will continue to offer a swimming pool, spa, ball court, and party patio area in the center of the complex. The buildings will remain, with one of the buildings. Units will be dispersed throughout the six buildings.

AGREEMENT, ORDINANCE ADOPTION AND RESOLUTION ADOPTED TO ASSURE FULL IMPLEMENTATION OF THE AFFORDABLE HOUSING PROGRAM

An AGREEMENT was adopted between the Bridgewater Township Council and owner XXX in order to establish the financial framework upon which the township could partner with the property owner to assure 40 affordable family rental units as a replacement of such housing from the Center of Excellence tract that would no longer include same if the alternative option for development were employed.

The Agreement was executed with the owner of the 128-unit residential for a *Municipally Sponsored Construction and Gut Rehabilitation* as authorized in N.J.A.C. 5:93-5.5 where the municipality participated in a program of gut rehabilitation of some of the units and a portion of the building in order to provide the necessary 3-bedroom units. In this Agreement, there is an administrative mechanism to construct the housing and evidence of funding capacity. The timeframe for construction of the units is within the Agreement and the current status of construction of these units is noted below. This Agreement is found as **Exhibit A** at the end of this document.

An ORDINANCE AMENDMENT was adopted for the replacement site which created zone R-MDU-26 which includes the provision that:

There shall be 40 family, rental affordable units in the inclusionary community, which are to be constructed in accordance with Council on Affordable Housing (COAH) regulations and Uniform Housing and Affordability Controls (UHAC) standards and guidelines, including, but not limited to, the requirements regarding unit size, a bedroom mix of eight efficiency/1-bedroom, twenty-four 2-bedroom and eight 3-bedroom units and income requirements for low, very low, and moderate income households (Current requirements for Moderate income: eight units; Low income: six units; Very low income: three units.)

The full text of this ordinance is found as **Exhibit B** at the end of this document.

PLANNING BOARD RESOLUTION FOR SITE PLAN APPROVAL was granted subsequent to the adoption of the zoning regulations. The owner proceeded to secure site plan approval for the site, which included additional landscaping, grading and a new parking area needed for

increased parking on the site. A copy of the adopted Planning Board Resolution is found as **Exhibit C** at the end of this document.

STATUS OF CONSTRUCTION OF AFFORDABLE UNITS

Building permits have been issued for interior improvements and some Certificates of Occupancy have been issued. Most the one and two-bedroom affordable units are ready for inspection for a Certificate of Occupancy. Plan review for demolition and construction are ongoing for the three-bedroom units which are needed to satisfy the requirements for affordable housing.

EXHIBIT A
Agreement



THE TOWNSHIP OF BRIDGEWATER

100 COMMONS WAY / BRIDGEWATER, NJ 08807

908/725-6300 / FAX 908/707-1235

TDD 908/725-6300 / 908/722-4111

September 6, 2022

GCP Bridgewater LP
530 Route 22
Bridgewater, New Jersey 08807
Attn: Derek Sylvester
Via Email: dsylvester@gcpbridgewater.com

Re: AUTHORIZING EXECUTION OF AN AFFORDABLE HOUSING AGREEMENT WITH GCP BRIDGEWATER LP TO INCENTIVIZE THE PRODUCTION OF FORTY (40) AFFORDABLE HOUSING UNITS ON BLOCK 400, LOT 7, 530 ROUTE 22, IN THE TOWNSHIP OF BRIDGEWATER AT A COST OF \$590,000 FUNDED ENTIRELY THROUGH THE AFFORDABLE HOUSING TRUST FUND

Attached is a certified copy of the above referenced resolution adopted by Council on August 15, 2022, authorizing execution of an affordable housing agreement with GCP Bridgewater LP to incentivize the production of forty (40) affordable housing units in the Township of Bridgewater

Attached also are three (3) copies of the agreement signed by Mayor Moench. Please have these copies fully executed, retain one copy for your records and mail the remaining two copies to my office for our files.

Very truly yours,
Linda Doyle
Linda J. Doyle, RMC
Township Clerk

AN EQUAL OPPORTUNITY EMPLOYER

RESOLUTION

AUTHORIZING EXECUTION OF AN AFFORDABLE HOUSING AGREEMENT WITH GCP BRIDGEWATER LP TO INCENTIVIZE THE PRODUCTION OF FORTY (40) AFFORDABLE HOUSING UNITS ON BLOCK 400, LOT 7, 530 ROUTE 22, IN THE TOWNSHIP OF BRIDGEWATER AT A COST OF \$590,000 FUNDED ENTIRELY THROUGH THE AFFORDABLE HOUSING TRUST FUND

WHEREAS, GCP Bridgewater LP ("GCP") is the owner of Block 400, Lot 7, 530 Route 22, in the Township of Bridgewater (the "site"), which currently contains an existing 128-unit extended stay hotel known as the Hyatt House; and

WHEREAS, the Township has an opportunity to replace 40 affordable housing units previously to be located on the Center of Excellence Site (Block 483, Lots 17, 18, and 19) that were to be created via a 10% affordable set-aside for 400 units; and

WHEREAS, the Township will incentivize the creation of 40 affordable housing units, funded entirely through the Affordable Housing Trust Fund by way of conversion of the existing 128 extended stay units at Hyatt House, located on the site, to residential units with a 31.25% affordable set-aside; and

WHEREAS, the total number of units will be reduced from 400 units to 128 units and the number of market units will be reduced from 360 units to 88 units; and

WHEREAS, the Township of Bridgewater will provide a total of \$590,000 to GCP Bridgewater LP entirely from the Affordable Housing Trust fund in consideration of the significantly increased affordable set-aside; and

WHEREAS, upon advice of Chris Corsini, Township Attorney the Township desires to resolve this matter by way of Affordable Housing Agreement; and

WHEREAS, the proposed Affordable Housing Agreement was reviewed and favorably recommended to the Township Council by the Township Attorney, Chris Corsini and, accordingly, is satisfactory to the Township.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Bridgewater, County of Somerset, and State of New Jersey that it hereby accepts the aforesaid Settlement Agreement GCP Bridgewater LP attached hereto and authorizes its Mayor Matthew Moench and Linda Doyle, Clerk to execute said documents on behalf of the Township of Bridgewater.

Introduced	Seconded	Council	Aye	Nay	Abstain	Absent
		Kirsh	✓			
	✓	Norgolis	✓			
		Pedroso		✓		
✓		Ring	✓			
		Kurdyla	✓			

Adopted: August 15, 2022

I, Grace Njuguna, RMC, Deputy Municipal Clerk of the Township of Bridgewater, County of Somerset, and the State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Bridgewater Township Council at a duly convened meeting held on August 15, 2022

Signed: 

**AFFORDABLE HOUSING AGREEMENT BETWEEN THE TOWNSHIP OF BRIDGEWATER AND GCP
BRIDGEWATER LP TO INCENTIVIZE THE PRODUCTION OF FOURTEEN AFFORDABLE FAMILY
RENTAL UNITS ON BLOCK 400, LOT 7 ON THE TAX MAP OF THE TOWNSHIP OF BRIDGEWATER**

This Affordable Housing Agreement ("Agreement") is dated as of the 15th day of AUGUST, 2022, by and among GCP BRIDGEWATER LP, a New Jersey limited partnership with offices at 530 Route 22, Bridgewater, New Jersey 08807 ("GCP"), and the TOWNSHIP OF BRIDGEWATER, a municipal corporation of the State of New Jersey, with offices at with offices at 100 Commons Way, Bridgewater, New Jersey 08807 ("Township") (GCP and the Township are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS:

WHEREAS, GCP is the owner of a portion of the property identified as Block 400, Lot 7 (the "Property") as shown on the Tax Map of the Township of Bridgewater, which consists of 5.001 acres in total;

WHEREAS, the Property currently contains a 128-room hotel ("hotel"); and

WHEREAS, GCP seeks to convert the existing hotel to a rental apartment residential development, which would require a set-aside of 26 residential units; and

WHEREAS, an opportunity has arisen to incentivize the production of 14 additional affordable housing family rental apartments through the Township's Affordable Housing Trust Fund; and

WHEREAS, on February 10, 2017, the Township entered into a Settlement Agreement ("FSHC Settlement") with Fair Share Housing Center ("FSHC"), and, on December 8, 2017, received a Final Judgment of Compliance and Repose from the Superior Court in the declaratory judgment litigation known as *In the Matter of the Township of Bridgewater*, SOM-L-934-15 ("DJ"); and

WHEREAS, GCP has provided the Township with a concept plan prepared by the Reynolds Group, dated July 18, 2022 ("Concept Plan"), and attached hereto as EXHIBIT A; and

WHEREAS, in accordance with this Agreement, the Township will adopt an ordinance providing for a new zone to be known as the RMDU-26 Multifamily Housing Zone, attached hereto as EXHIBIT B; and

WHEREAS, the Parties have conferred and desire to enter into this Agreement to incentivize the provision of Affordable Housing in the Township.

NOW, THEREFORE, in consideration of its mutual promises and covenants set forth herein, and for additional valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the undersigned Parties represent, warrant, covenant and agree as follows:

1. **Recitals.** The above recitals clauses are incorporated herein by reference.
2. **Effective Date.** The effective date of this Agreement shall be the date on which the Agreement has been signed by all of the Parties.

3. **Definitions.** As used in this Agreement, the terms defined in this Agreement shall have the meanings set forth herein.

4. **Representations.** Each Party represents and warrants to each other Party that the execution, delivery, and performance of this Agreement on behalf of such Party, and the consummation by such Party of the transactions contemplated hereby, have been duly authorized by all corporate or municipal corporate action and no other corporate or municipal corporate proceedings on the part of such Party are necessary to authorize, approve, or perform this Agreement or the transactions contemplated.

5. **Actions of GCP.**

- (a) GCP shall convert the existing 128-room hotel into a 128-unit family rental apartment development with an affordable set-aside of 40 family rental units in accordance with the Ordinance and the Concept Plan. Of these affordable units, 8 shall be 3-bedroom units. All bedroom counts/distributions shall comply with the requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC") and the FSHC Settlement, and any applicable successor laws, Appellate Division or Supreme Court decisions, and regulations.
- (b) All affordable units shall be distributed as very low-, low-, and moderate-income units in accordance with ("UHAC") and the FSHC Settlement and N.J.S.A. 52:27D-329.1. At least 50% (20 units) of the affordable set-aside shall be affordable to very-low-income and low-income households. In accordance with the Fair Housing Act and pursuant to N.J.S.A. 52:27D-329.1, at least 13% of all units shall be very-low-income units, which requires a minimum of 6 very-low income units.
- (c) All affordable housing units shall be created within the existing extended stay guest buildings.
- (d) GCP shall have the right to recapture the eight units that will be lost as a result of the conversion of one-and two-bedroom units within the existing "Main Building" and shall have no time limit on the construction of the eight market units and GCP shall have the option of not constructing said market units. Nothing herein shall permit GCP to create a unit total in excess of 128 units.
- (e) Before the first building permit is received, a layout of the affordable units, arranged by bedroom count and income distribution, shall be reviewed and approved by the Township.
- (f) Before the first building permit is received, GCP shall provide a construction budget and building plans to be reviewed and approved by the Township.
- (g) GCP acknowledges that it will be required to obtain preliminary and final site plan approval from the Planning Board before proceeding with the conversion. The Site Plan and parking shall be consistent with the agreed upon Concept Plan.

(h) The following timing schedule shall be applicable under this Agreement:

- (1) GCP shall submit a site plan no later than 90 days from the adoption of the Ordinance.
- (2) GCP shall commence modification of the units no later than 120 days after site plan approval.
- (3) GCP shall complete modifications to the units and construction of the parking lot within two years of the issuance of the first construction permit.

6. Actions of the Township.

(a) The Township will grant and pay the sum of \$590,000 to GCP from the Affordable Housing Trust fund as follows:

- (1) Upon the completion and certificate of occupancy of 50% of the affordable units, the Township shall release one-half of the above-referenced sum from the Affordable Housing Trust Fund to GCP.
- (2) Upon completion and certificate of occupancy for the remainder of the affordable units, the Township shall release the remaining half of the above-referenced sum from the Affordable Housing Trust Fund to GCP.

(b) The Township shall provide a 5-year tax abatement in accordance with N.J.S.A. 40A:21-10 as follows:

- (1) In the first full year after completion, no payment in lieu of taxes otherwise due;
- (2) In the second full year after completion, an amount not less than 20% of taxes otherwise due;
- (3) In the third full year after completion, an amount not less than 40% of taxes otherwise due;
- (4) In the fourth full year after completion, an amount not less than 60% of taxes otherwise due;
- (5) In the fifth full year after completion, an amount not less than 80% of taxes otherwise due.

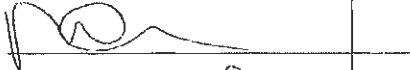
(c) The application fees and any in-house professional fees for the required site plan application shall be waived in order to incentivize the production of additional affordable housing.

7. Deed Restriction. A deed restriction ensuring the continued affordability of the affordable units for a period of not less than 30 years and compliance with all applicable affordable

Penna
STATE OF NEW JERSEY-)
Bucks) SS:
COUNTY OF SOMERSET)

Be it remembered, that on this 19 day of Sept, 2022, before me the subscriber, personally appeared Derek W. Szymanski of GCP Bridgewater LP, the limited partnership named in and on whose behalf he executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as the act and deed of the limited liability company for the uses and purposes therein expressed, that he was authorized by the limited liability company to execute the within instrument on behalf of the limited liability company.

Commonwealth of Pennsylvania - Notary Seal
MARRA GALLAGHER CHUBB, Notary Public
Bucks County
My Commission Expires April 22, 2024
Commission Number 1055491

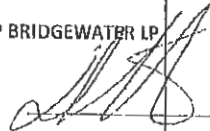

A Notary Public of Pa
My Commission Expires: 04/22/2024

{Affordable Housing Agreement}

IN WITNESS WHEREOF, this Agreement has been signed by and on behalf of the Parties hereto as of the date set forth on the first page of this Agreement.

GCP BRIDGEWATER LP

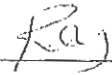
By:



Derek Sylvester, Manager

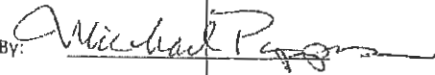
Date: 09/19/2002

WITNESS:



TOWNSHIP OF BRIDGEWATER

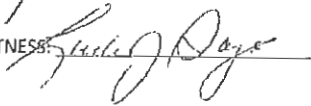
By:



Michael Pappas, Acting Mayor

Date: August 29, 2002

WITNESS:



that might otherwise make the law of a different jurisdiction control or apply.

19. **Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and shall be construed as if drafted jointly by the Parties. No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party to this Agreement because such party did, or is deemed to have, structured or drafted such provision.

20. **Headings.** The headings of the paragraphs and sections of this Agreement are not part of this Agreement; they are for convenience of reference only and shall not be used to interpret the provisions of this Agreement.

21. **Number and Gender References.** In this Agreement, words of single or plural number, and words of the masculine, feminine, or neutral gender, shall be read as if written in the single or plural, or in the male, female, or neutral gender, as the context may cause to be appropriate.

22. **Electronic Signatures.** The Parties agree that electronic signatures in the form of handwritten signatures on a facsimile transmittal, scanned and digitized images of a handwritten signature (e.g., scanned document in pdf format), and typed signatures on email transmissions, shall have the same force and effect as original manual signatures.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same document. Any signature page to any counterpart may be detached from the original counterpart to which it was attached, and then attached to another counterpart that is identical to the original, without impairing the legal effect of the signatures.

24. **Representation by Counsel.** By executing this Agreement, each Party acknowledges that it fully understands the terms and conditions of this Agreement and that it has reviewed the Agreement with its counsel.

Signatures follow on separate pages

Township of Bridgewater
100 Commons Way
Bridgewater, New Jersey 08807
Attn: Township Administrator
Email: twpadmin@bridgewaternj.gov

Township of Bridgewater
100 Commons Way
Bridgewater, New Jersey 08807
Attn: Township Clerk
Email: bwtclerk@bridgewaternj.gov

With a copy to:

Savo, Schalk, Corsini, Gillespie, O'Gradnick & Fisher, PA
56 East Main Street
Somerville, New Jersey 08876
Attn: William Savo, Esq. and Alexander Fisher, Esq.
Email: savo@centraljerseylaw.com; fisher@centraljerseylaw.com

14. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, personal representatives, successors and assigns, and nothing in this Agreement, express or implied, is intended to confer any rights on any other third party.

15. **Amendments, Waivers.** This Agreement may not be modified, amended, or supplemented, except by a writing signed by the party against whom enforcement thereof is sought. No waiver by any party, whether express or implied, of any right or remedy on any one occasion shall bar such party from exercising any of its rights or remedies on any subsequent occasion. No course of dealing, custom or usage between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

16. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes and cancels all prior agreements and understandings, oral and written, among the Parties with respect to such subject matter. No Party has made any representation or warranty to any other party except as expressly set forth in this Agreement.

17. **Approval by Township Council.** This Agreement shall not be effective unless approved by the Township Council by resolution and fully executed thereafter.

18. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, but without giving effect to any New Jersey choice of law provisions

housing restrictions during said time shall be recorded with the County Clerk.

8. **Assignment.** GCP shall have the right to assign this Agreement with the consent of Bridgewater, which consent shall not be unreasonably withheld.

9. **Indemnification.** GCP agrees to indemnify, defend, and hold the Township harmless for any claims whatsoever arising out of this Agreement or the actions contemplated in this Agreement.

10. **Further Assurances.** The Parties agree that they will cooperate in good faith to effectuate the terms of this Agreement and that they will accept and abide by all of the terms of this Agreement. The Parties will execute and deliver such further documents and instruments as are necessary or appropriate to carry out the terms of this Agreement.

11. **Confidentiality.** The Parties acknowledge that this Agreement will become a public record in connection with the presentation of the Agreement to the Township Council and the Planning Board. Notwithstanding same, the Parties agree that any communications concerning the negotiation of this Agreement shall remain confidential and privileged.

12. **No Admission of Liability.** Each Party to this Agreement expressly denies any wrongdoing, and this Agreement shall in no way constitute an admission, nor shall it be construed as an admission, of any wrongdoing or of any liability whatsoever on the part of any Party to this Agreement.

13. **Notices.** All notices given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, overnight courier that provides a receipt for delivery, personal delivery, facsimile transmission, or electronic mail, to each Party at the address set forth below, or at such other address as such Party may specify in a written notice given in accordance with this Section. Notices shall be deemed to have been duly given when delivered. Addresses for notices are as follows:

If to Advance, to:

GCP Bridgewater LP
530 Route 22
Bridgewater, New Jersey 08807
Attn: Derek Sylvester
Email: dsylvester@gulphcreekhoteles.com

With a copy to:

Peter U. Lanfrit, Esq.
Borrus, Goldin, Foley, Vignuolo, Hyman and Stahl, P.C.
2875 US Route One
North Brunswick, New Jersey 08902
Email: peter@borrus.com

If to the Township, to:

STATE OF NEW JERSEY)

) ss:

COUNTY OF SOMERSET)

I CERTIFY that on AUGUST 23, 2022, Michael Pappas personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Mayor of the Township of Bridgewater, named in this document;
- (b) this document was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of the Township; and
- (c) this person signed this proof to attest to the truth of these facts.

Michael Pappas

Name: Michael Pappas, Acting Mayor

Signed and sworn to before me on August 23, 2022

Grayson
Notary Public

[Affordable Housing Agreement]

GRACENJUGUNA
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 10, 2020

EXHIBIT B
Ordinance

22 - 17

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF BRIDGEWATER TO CREATE THE RMDU-26 MULTIFAMILY RESIDENTIAL ZONE AT THE SITE OF THE HYATT HOUSE, BLOCK 400, LOT 7 LOCATED AT 530 ROUTE 22.

WHEREAS, the Township of Bridgewater endeavors to incentivize the production of affordable housing with minimal impact to the Township; and

WHEREAS, an opportunity has arisen to incentivize the production of affordable housing on Block 400, Lot 7, by converting the existing Hyatt House to apartments with a 31.25% affordable housing set-aside;

WHEREAS, the Township Council believes it is in the best interest of the Township to create the RMDU-26 encompassing Zone to incentivize the production of affordable housing; and

WHEREAS, the Township Council wishes to create the RMDU-26 Multifamily Residential Zone pursuant to the terms of this ordinance;

NOW, BE IT THEREFORE ORDAINED, by the Township Council of the Township of Bridgewater in the County of Somerset and State of New Jersey as follows:

Section I

The Code of the Township of Bridgewater shall be amended and supplemented by rezoning Block 400, Lot 7 into the newly created RMDU-26 Multifamily Residential Zone herein as follows:

126-309.3.1 RMDU-26, Multifamily Residential Zone

This zone is created in response to a determination that *inclusionary affordable housing* for Block 400 Lot 7 is in the best interest of the Township. The intention is to develop the lands in Block 400 Lot 7 in accordance with this RMDU-26, Multifamily Residential Zone as a single development entity, including all lands and buildings for the purpose of non-age restricted multifamily housing, with a multifamily rental affordable dwelling. All affordable units must be rental units, and the development is not subject to spot zoning issues. Block 400 Lot 7 abuts an office complex to the west, a cemetery to the south, a building of house of worship community services to the east and a 4-lane divided highway with grassed median to the north.

A. Permitted principal uses in the RMDU-26, Multifamily Residential Zone:

(1) Multifamily dwellings, with a rental affordable housing component.

(2) Rental multifamily affordable housing. In no event shall affordable units be other than rental units.

B. Permitted accessory uses: Users and structures customarily incidental to the principal use, including:

- (1)** Community rooms and buildings.
- (2)** Rental office and gatehouse.
- (3)** Signs. (See 126-336, 126-162 and 126-195)
- (4)** Recreational equipment, swimming pool, bathhouse and pool equipment building.
- (5)** Street furniture, bike racks, benches.
- (6)** Storage buildings for equipment with a total maximum of 900 square feet.
- (7)** School bus and jitney pads and shelters.
- (8)** Park areas for the multifamily community.

C. Requirements for development:

- (1)** Minimum lot area: 5 acres.
 - (2)** Minimum yard setbacks.
 - (a)** From public streets: 100 feet.
 - (b)** Minimum side yard for principal and accessory building setbacks: 50 feet from all perimeter tract boundaries.
 - (c)** Minimum rear yard for principal and accessory building setbacks: 100 feet.
 - (d)** Minimum distance between buildings: 14 feet
 - (e)** Minimum parking setbacks:
 - 1. Side yard: 6 feet
 - 2. Front Yard: 25 feet
 - 3. Rear Yard: 75 feet
-

- (f) Banked parking may be provided on abutting property, if needed.
- (3) Maximum percent of impervious lot coverage: 65%
- (4) Minimum lot width: 250 feet
- (5) Maximum building stories and maximum building height: three stories and 45 feet. There may be no more than two dwelling units in a vertical plane of the building.
- (6) Maximum floor area ratio (FAR): 0.45
- (7) Maximum density: The maximum density for the tract is 26 dwelling units per acre, except that a maximum of 128 residential units shall be permitted.
- (8) The buildings must be served by public water and public sewer.
- (9) Maximum building length: 140 feet
- (10) There shall be 40 rental affordable units in the inclusionary community, which are to be constructed in accordance with Council on Affordable Housing (COAH) regulations and Uniform Housing and Affordability Controls (UHAC) standards and guidelines, including, but not limited to, the requirements regarding unit size, a bedroom mix of eight efficiency/1-bedroom, twenty-four 2-bedroom and eight 3-bedroom units and income requirements for low, very low, and moderate income households (Current requirements for Moderate income: eight units; Low income: six units; Very low income: three units.)
- (11) In addition to the 40 affordable units, there shall be up to 88 market units.
- (12) Exclusive of the required buffer/building setback area, specifically designated green space and recreational space shall be provided. These areas shall be landscaped.
- (13) The buffer/building setback area along Route 22 will be landscaped with an evergreen screen, planted in a double staggered rows in accordance with 126-191.D.
- (14) Minimum street rights-of-way and off-street parking: street design, resident and guest parking shall meet RSIS standards or, per 126-169.B(3), shall offer data from the Institute of Transportation Engineers to confirm that a lower number of parking spaces is reasonable and is to be satisfactory to the Township Engineer.
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(15) In order to ensure the development will result in an aesthetically harmonious architectural design, the buildings shall demonstrate a common theme and compatible architectural features with respect to design, textures, facade modulation and roof scape.

D. Design requirements.

- (1) Indoor and outdoor recreation and community facilities shall be located so as to be accessible by handicapped residents and guests of residents.
- (2) The main entry of each dwelling must be roofed for protection against inclement weather.
- (3) All landscaping shall be in accordance with landscaping requirements of the Township Land Use Ordinance, Chapter 126.
- (4) The Planning Board may require the developer to construct jitney or bus stop pads at areas that are deemed to be appropriate by the Board.
- (5) Unless otherwise permitted, trash enclosures, with source separation will be provided and will be landscaped. If trash enclosures are not provided, in no event is trash to be left outside so as to become a nuisance. Brochures for recycling should be presented to the tenants upon occupancy.
- (6) Pedestrian sidewalks should be provided to access the community building, recreation space, green space areas, bus stops and any other areas where the Planning Board believes that pedestrian access is likely or convenient.

E. Other Requirements.

- (1) Except as otherwise provided herein, all provisions of the Land Use Ordinance, Chapter 126, shall apply.
- (2) If the developer has a future difficulty in renting the market units, the developer may provide factual basis for the request to seek approval from the Township Council to sell the market units rather than rent them. Any decision given by the Township Council shall be at its sole discretion and shall be subject to all other applicable laws.
- (3) A Developer's Agreement shall be provided and executed which is acceptable to the Township Attorney as to both form and substance.

(4) Rental affordable housing shall be provided as set forth in Subsection **(C10 and C11)**, which includes, but is not limited to, unit size, bedroom mix and income requirements.

(5) A Minor Site Plan shall be required.

(6) The site shall only be developed in conformance with the Affordable Housing Agreement entered into between the developer and the Township of Bridgewater.

Section II

All ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III

If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to this section, paragraph, subdivision, clause or provision and the remainder of this Ordinance shall be deemed valid and effective.

Section IV

This ordinance shall take effect upon adoption and publication in the manner required by New Jersey general law but, in no event, less than 20 days after its final passage by the Township Council and approval by the Mayor, where such approval is required pursuant to N.J.S.A. 40:69A-181(b).

Adopted: September 19, 2022
Effective: October 11, 2022

EXHIBIT C
Planning Board Resolution

MEMORIALIZING RESOLUTION OF THE
PLANNING BOARD OF THE TOWNSHIP OF BRIDGEWATER
APPROVING THE MINOR SITE PLAN AND BULK VARIANCE APPLICATION
OF GCP BRIDGEWATER, LP
RELATING TO BLOCK 400, LOT 7 (530 ROUTE 22)
LOCATED IN THE RMDU-26 ZONE DISTRICT

DECIDED: May 2, 2023

MEMORIALIZED: June 13, 2023

Application No.: #23-001-PB

WHEREAS, GCP Bridgewater, LP, with an address of 150 Stafford Avenue, Suite 215, Wayne PA (the "Applicant") applied to the Bridgewater Township Planning Board (the "Board") for approval of a minor site plan and bulk variance relief (minimum rear yard parking setback: 75' required, 45' proposed for banked parking) for the property identified as Block 400, Lot 7, located at 530 Route 22, which is in the RMDU-26 Zone District (the "Property") to convert the existing hotel structures into residential apartments (containing a mix of market rate and affordable units) in accordance with Minor Site Plans prepared by The Reynolds Group Inc., consisting of eleven (11) sheets, dated December 29, 2022 and last revised March 7, 2023 (hereinafter "Site Plan"); Survey, prepared by Millman, consisting of one (1) sheet, dated September 13, 2013 and last revised December 6, 2013; and Environmental Impact Statement, prepared by The Reynolds Group Inc., dated March, 2023; and

WHEREAS, the matter was discussed at a public hearing of the Board on May 2, 2023; and

WHEREAS, it has been determined that the Applicant has complied with all of the procedural requirements, rules, and regulations of the Planning Board of the Township of Bridgewater and that all required provisions of procedural compliance have been filed with the Planning Board; and

WHEREAS, the Planning Board of the Township of Bridgewater makes the following findings of fact and conclusions based upon the evidence submitted to the Board at the meeting:

1. The Board reviewed the following reports: (1) joint report of the Township Planner, Scarlett Doyle, and the Board Engineer, William H. Burr, IV, dated April 18, 2023; (2) Fire Marshal, dated April 21, 2023; Code Enforcement, dated April 17, 2023; Health Official, dated April 17, 2023; Police Department/Traffic (undated). Said reports are attached hereto and incorporated herein by reference.

2. The Board reviewed the following exhibits:

A-1 Color Rendering – site plan;

A-2 Summary of Calculations Regarding School-Aged Children (2 pages)

3. The Applicant was represented by Counsel, Peter Lanfrit, Esq. The Applicant presented testimony by the following witnesses, who were sworn: Mitchell Ardman, P.E., P.P., and Elizabeth Dolan, P.E. Mr. Lanfrit briefly described the site and the project. The Property is currently used as a 128 unit Hyatt House hotel. It was previously a Summerfield Suites extended stay hotel. Approval for the hotel was by way of a use variance granted by the Zoning Board of Adjustment

in 1996. In 2021 the Applicant approached the Zoning Board intending to convert the hotel into apartments. The Township then negotiated with the Applicant to include affordable housing in the project. Applicant now seeks to convert the six-building complex into a 128 unit apartment complex, which will include 40 affordable housing units.

4. Mr. Ardman was accepted by the Board as an expert in engineering and planning and testified on behalf of the Applicant. Using Exhibit A-1 he described the 5 acre site. There are 6 buildings total on-site, 5 3-story and 1 2-story, with 146 parking spaces. There is a swimming pool, a patio area, landscaped walkways, and an all-purpose sports court. A stormwater detention basin is located to the rear of the Property. The Property is on the eastbound side of Route 22; St Bernards Cemetery is to the south (to rear of property); offices are to the east of the Property; Catholic Charities, a religious facility and Country Club Road are east; and a golf course also to the south.

Mr. Ardman testified as to proposed site changes, of which there will be few. The parking area will be expanded to meet ITE parking standards. Of the 128 proposed apartments, 40 will be affordables. There will be 73 1 BR units, 47 2 BR, and 8 3 BR units in total, market and affordable. The affordable units will be spread relatively evenly across the 5 rear buildings. The unit breakdown by building is: A (16 units/0 affordable); B (20 units/7 affordable – 4 3 BR [1 very low income, 1 low income, 2 moderate], 1 2' BR moderate, and 2 1 BR [1 very low, 1 low]); C (20 units/7 affordable – 4 3 BR [1 very low, 1 low, 2 moderate], 1 2 BR moderate, and 2 1 BR [1 very low, 1 low]); D (24 units/11 2 BR affordable [1 very low, 5 low, 5

moderate)); E (24 units/11 2 BR affordable [1 very low, 5 low, 5 moderate]); and F (24 units/4 moderate income 1 BR affordable units). The units will all utilize existing water, sewer, gas, and electric; no new utilities are needed. The Applicant is adding 0.2 acres of impervious cover, and is also installing an underground detention basin for stormwater. The new stormwater basin will connect to the existing basin. The Applicant is also adding new landscaping to screen the new parking, consisting of evergreens, shrubs, and ornamental trees; the Applicant will work with the Board Planner to determine appropriate landscaping. There will be 196 parking spaces, including 10 EV. There will be no assigned parking spaces; the Applicant will consult with the Township Engineer regarding the number and location of ADA compliant parking spaces. Banked parking is available at the rear of the Property. The banked parking is located to the rear of the Property, 45' from the property line where 75' is required; accordingly a variance is required. New exterior LED lights will be installed, which will be 18' high.

Using Exhibit A-2 Mr. Ardman testified that 45 students would be expected in the apartment complex. There was much discussion with the Board regarding the location of the bus stop for the complex. The Applicant will work with the Board of Education and Township Engineer to work out the best location for the bus stop.

5. Mr. Ardman was questioned by the Board and its professionals. He testified that the complex would continue to use single meters (as opposed to individual unit meters) and utilities would be included with rent. The existing amenities on-site, such as the swimming pool and sports court, will remain. The buildings do not contain elevators, but there will be handicapped accessible units

on the first floor of buildings; there are no plans to prospectively retrofit any units for handicapped accessibility. He testified that underground stormwater systems have become standard, and they meter the outflow, which remains in the pipes. All 8 of the 3 BR units will be affordable units. There will be no security booth or gate, but there will be security cameras; the hotel did not experience any significant security issues and that is expected to continue. The existing limited fence will remain. No exterior changes to the buildings are contemplated. The complex infrastructure is in generally good shape, but Applicant agrees to inspect the sewer lines and to clean and repair any infrastructure that is necessary.

Mr. Ardman testified that there will be representatives of the property management company present on the Property daily. The Board discussed whether the existing pool house could be converted into a management office. It was ultimately decided that the pool house could only be used for a management office, a bus stop, or as a pool house.

The hotel will cease operations upon final sign off of site plan and issuance of building permits for the construction of the 3 bedroom units and CO's for the 1 and 2 Bedroom units as apartments.

6. The public was given the opportunity to question Mr. Ardman on his testimony. A member of the public inquired about parking spaces and asked whether RSIS or ITE standards applied. The traffic engineer was going to discuss this in more detail. Another member of the public asked that the Applicant follow the affordable housing regulations regarding the bedroom mix. The Applicant agreed to do so. Another member of the public asked if there would be any

reservation of affordable units for people with developmental disabilities and promised to provide information regarding funding sources.

7. Ms. Dolan was accepted by the Board as an expert in the field of traffic engineering and testified on behalf of the Applicant. She first noted the distinction between the RSIS and ITE standards. The RSIS are New Jersey standards, and would require 242 parking spaces. The ITE is a national standard. Ms. Dolan testified that the RSIS states that other standards shall apply if local circumstances warrant, and the provision of affordable housing is such a circumstance. Accordingly use of the ITE standards is appropriate. The ITE states that 1.31 spaces per unit (weekend use, which is highest use) shall be provided. This would require the Applicant to provide 168 spaces. The Applicant is providing 1.5 spaces per unit, for a total of 196 actual parking spaces. There are 146 spaces currently. In sum, the number of parking spaces to be provided is lower than RSIS would require, but higher than what ITE requires. The ITE calculations are based on 128 market rate units, and also account for suburban use and no mass transit. If additional parking is required the Applicant has banked parking available.

Ms. Dolan testified that in her professional opinion the parking spaces meet the standards and intent of the Township's ordinance, which permits use of the ITE. She believes the site currently works well from a circulation standpoint and believes it will continue to function well. Having no assigned parking adds flexibility, as residents and guests come and go. The Applicant received a letter of no interest from NJDOT in February 2023, which was previously provided to the Board.

8. The public was given the opportunity to question Ms. Dolan on her testimony. One member of the public asked about parking ratios, which was addressed.

9. The public was offered the opportunity to comment on the Application. One member of the public requested clarification of parking stall size, which was provided (9' x 18').

10. The Board finds and concludes that the Applicant has met its burden for grant of the requested c2 variance for rear parking area setback. The Application advances the purposes of zoning through the provision of substantial amounts of affordable housing, and thus advancing the Township's affordable housing plan, and adds to the variety of housing stock within the Township. The positive criteria is accordingly satisfied. The Applicant likewise satisfies the negative criteria, as this existing complex conforms with the Township's zoning ordinance in virtually every respect and will render no substantial detrimental impact to its neighbors, which include a cemetery, highway, and office building.

The Board further finds that Applicant is entitled to the requested minor site plan approval as, with the grant of the variance, the application will meet all applicable RMDU-26 Zona District use and bulk requirements. The Board accepts the testimony of the Applicant's witnesses and finds that the Applicant has met the standards of the Township's site plan ordinance, and the use is appropriate for the Zone, and the community.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Township of Bridgewater, County of Somerset, State of New Jersey, that the

application of GCP Bridgewater, LP for minor site plan approval with bulk variance relief is hereby granted subject to the following terms and conditions:

1. The terms of such approval are to be strictly in accordance with the plans, testimony and representations presented to the Board and the same are incorporated into this resolution by reference.

2. Except as testified to in the course of the hearing the Applicant shall comply in all respects with the joint report of the Township Planner, Scarlett Doyle, and the Board Engineer, William H. Burr, IV, dated April 18, 2023.

3. The Applicant must submit a compliance report to the Township prior to: signing of plans and deeds; scheduling of preconstruction meeting; and issuance of construction permits. There shall be no external work done until the plans are signed.

4. The Applicant shall work with the Board Planner to determine appropriate landscaping to be installed throughout entire property.

5. The Applicant shall comply with current affordable housing regulations regarding the bedroom mix of affordable units.

6. The Applicant shall consult with the Township Engineer regarding the number and location of ADA compliant parking spaces, and shall install same to the Township Engineer's satisfaction.

7. The Applicant shall provide a pedestrian and vehicular circulation plan to the satisfaction of the Township Engineer and Police Department.

8. The Applicant shall work with the Board of Education and Township Engineer to determine the best location for the bus stop.

9. The Applicant shall locate a bicycle rack to the satisfaction of the Township Engineer.

10. The Applicant shall add and note handicapped accessible units to the final plans.

11. All outdoor furniture and equipment shall be kept within the interior of the complex. There shall be no storage of such equipment to the exterior of the complex.

12. The Applicant shall consult with the Township Planner and Township Engineer regarding installation of the childrens' playground, which shall be installed prior to issuance of first C.O. The Applicant shall perpetually maintain the playground.

13. The existing pool house shall only be used for a management office, or as a bus stop, or as a pool house.

14. The Applicant shall TV the sewer line and provide the video to the Township Engineer. The Applicant shall clean and repair as necessary.

15. The Applicant shall repair any external infrastructure item that is in need of repair to the satisfaction of the Township Engineer.

16. The Applicant shall provide a stormwater operations and maintenance manual to the Township Engineer.

17. There shall be no unregistered vehicles at the Property.

18. No mechanical repairs of any vehicles shall be performed on the property.

19. There shall be no boats, trailers, or vehicles larger than one parking space on the Property.

20. The Township Engineer and Zoning Officer can require Applicant to implement the banked parking, as well as add additional ADA compliant parking, should circumstances warrant.

21. The Applicant shall conduct a post construction parking analysis (including ADA parking) one year after the issuance of the last C.O. for the project.

22. The Applicant shall maintain landscaping in perpetuity.

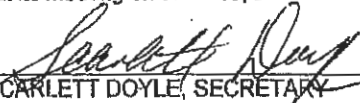
23. All taxes, fees, escrows, assessments, and other monies due to the Township of Bridgewater shall be paid in full.

24. The Applicant shall obtain governmental approval from any other Governmental agencies with jurisdiction relating to the property, if necessary.

25. The Applicant shall comply with all rules, regulations, statutes and ordinances of the United States of America, State of New Jersey, County of Somerset, and Township of Bridgewater.

26. This Resolution is binding on Applicant as well as its successors and assigns.

The undersigned Secretary of the Bridgewater Township Planning Board hereby certifies that the within resolution of memorialization was adopted by this Board pursuant to N.J.S.A. 40:55D-10(g) at its meeting on June 13, 2023.


SCARLETT DOYLE, SECRETARY