

2019

Master Plan Element Section IV

# Housing Element & Fair Share Plan

Supplemental Appendices Book 2

Adopted February 27, 2019

Township of West Windsor



# Contents

|   |    |
|---|----|
| Contents.....   | i  |
| Overview .....  | 1  |
| Appendices .....  | 2  |
| Appendix 1: Resolution Appointing John Mauder as Municipal Housing Liaison.....                                   | 3  |
| Appendix 2: Contract with Piazza & Associates .....   | 4  |
| Appendix 3: Adopted RP-12 Ordinance Amending the Township Code.....   | 5  |
| Appendix 4: Adopted RP-12 Ordinance Amending the Princeton Junction Redevelopment Plan .....                      | 6  |
| Appendix 5: Rehabilitation Manual.....  | 7  |
| Appendix 6: Resolutions Approving and Endorsing HE&FSP and Land Use Element Amendments .....                      | 8  |
| Appendix 7: Intent to Bond Resolution .....   | 9  |
| Appendix 8: Resolution Extending Controls for 14 Windsor Haven Units & Declaration for Recording.....             | 10 |
| Appendix 9: Resolution Extending Controls for 13 Windsor Haven Units & Amended Affordable Housing Agreement ..... | 11 |
| Appendix 10: April 16, 2019 Cosgrove Letter.....  | 12 |

# Overview

This book of supplemental appendices contains additional ordinances and documentation which are necessary to effectuate the Township's 2019 Housing Element and Fair Share Plan (HE&FSP).

# Appendices

**Appendix 1:**  
**Resolution Appointing John Mauder as Municipal Housing Liaison**

RESOLUTION

WHEREAS, the Township Council of the Township of West Windsor petitioned the Council on Affordable Housing (COAH) for substantive certification of its Housing Element and Fair Share Plan on December 16, 2005; and

WHEREAS, West Windsor's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.); and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1, et. seq.); and

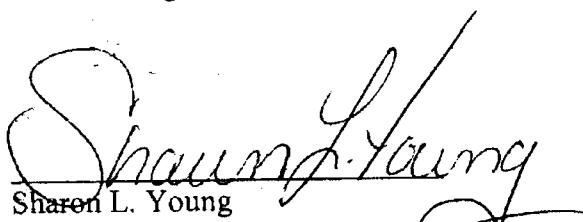
WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., West Windsor is required to appoint a Municipal Housing Liaison for the administration of West Windsor's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, West Windsor has amended Chapter 200, entitled Land Use, to provide for the appointment of a Municipal Housing Liaison to administer West Windsor's affordable housing program;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor in the County of Mercer and State of New Jersey that John V. Mauder is hereby appointed as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Section 200-237, O, of the West Windsor Code.

Adopted: April 6, 2010

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 6th day of April 2010.

  
Sharon L. Young  
Township Clerk  
West Windsor Township

**Appendix 2:**  
**Contract with Piazza & Associates**

RESOLUTION

WHEREAS, the Township is in need of a consultant to assist in compliance with our obligations and desire to provide quality affordable housing in West Windsor Township; and

WHEREAS, it is in the Township's best interests to continue our past agreement with Piazza & Associates to perform such affordable housing services for ongoing and new projects; and

WHEREAS, services to be performed may be retained by the Township without public advertising for bids pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. because the aforementioned services are professional in nature; and

WHEREAS, the Local Public Contracts Law requires a resolution authorizing the award of contract for the services without competitive bidding being publicly advertised;

WHEREAS, the professional services agreements attached hereto appropriately sets forth the obligation of the parties with respect to such services;

WHEREAS, Certification of Funds has been received from the Chief Financial Officer and funds for said contract are available in the following line item appropriation accounts:

|                               |        |             |
|-------------------------------|--------|-------------|
| Affordable Housing Trust Fund | 121201 | \$18,000.00 |
|-------------------------------|--------|-------------|

NOW, THEREFORE, BE IT RESOLVED on this that the Mayor and Clerk are authorized and instructed to execute the professional services agreement in the form attached hereto; and

1. The Agreement so authorized shall require the Provider to provided professional consulting services as outlined in the agreement that shall be awarded without competitive bidding as authorized by the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-1 because the services are professional in nature; and
2. A notice of this action shall be published in the newspaper used by the Township for legal publications as required by law within ten (10) days of its passage; and
3. An executed copy of the Agreement between the Township of West Windsor and Piazza & Associates and a copy of this Resolution shall be on file and available to the public for inspection in the office of the Township Clerk.

Adopted January 22, 2019

I hereby certify that the above resolution was adopted by the West Windsor Council at their meeting held on the 22nd day of January, 2019.

Gay M. Huber  
\_\_\_\_\_  
Gay M. Huber  
Township Clerk  
West Windsor Township

## Professional Services Agreement

9

This Agreement made 22 day of January, 2018 by and between the Township of West Windsor (hereinafter called "the Township") and Piazza & Associates (hereinafter called the "Consultant"), having a place of business at 216 Rockingham Row, Princeton, New Jersey 08540.

WHEREAS, the Township has a need for certain affordable housing services to ensure that the 103 affordable rental units in Avalon Princeton Junction (hereinafter "the Avalon Watch Rental Units") will be sold or rented consistent with the rules of the Council on Affordable Housing (hereinafter called "COAH") and the Township's affordable housing regulations and that the Township receives credit for the affordable units toward satisfying its fair share; and

WHEREAS, the Township also has a need for certain affordable housing services to ensure that the affordable rental units in Bear Creek Senior Living (51 units approved but not built, the remaining 10 units being Medicaid beds monitored by NJHMFA), owned by Bear Creek Senior Living, LLC; the Mews at Princeton Junction, the Estates by Princeton Junction apartment complex (175 units), owned by Princeton Junction Apartments, LP; The Hamlet (61 units), owned by The Hamlet at Bear Creek, LLC; Princeton Terrace (69 units), owned by West Windsor Gardens, LLC; The Glen at West Windsor (24 units), owned by Blue Ribbon Equity, LLC; and Windsor Woods West, formerly the Meadow Lane Apartments (35 new construction and 15 substantially rehabilitated existing apartments, the affordability controls for some of which having been terminated), owned by West Windsor Developers, LLC (hereinafter, "the Other Rental Units"), will be rented consistent with the rules of the Council on Affordable Housing (hereinafter called "COAH") and the Township's affordable housing regulations and

that the Township receives credit for the affordable units toward satisfying its fair share. Each owner of such units is referred to hereafter as "the Owner;" and

WHEREAS, the Township also has a need for certain affordable housing services to ensure that the affordable for-sale units in Windsor Haven (37 units), Windsor Ponds (39 units), the Village Grande (14 units), The Elements at West Windsor (six units) and, if necessary, Walden Woods (16 units) (hereinafter "the Resale Units") will be sold or rented consistent with the rules of the Council on Affordable Housing (hereinafter called "COAH") and the Township's affordable housing regulations and that the Township receives credit for the affordable units toward satisfying its fair share. Each unit owner of a for-sale unit is referred to hereinafter as "the Unit Owner;" and

WHEREAS, it is the desire of the Township and the Consultant to execute an agreement authorizing the services to be performed and the charges therefore;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. Term. This Agreement shall continue through December 31, 2019, subject to a sixty-day cancellation, in accordance with paragraph 7 herein.
  
2. Scope of Services. The Consultant shall perform to the Township's satisfaction all services necessary to assure that the affordable units in the above-referenced developments are sold or rented in a manner which and otherwise comply in all respects with the COAH rules and with the Township ordinances pertaining to affordable housing. The Consultant shall also provide such other non-project-specific services as are appropriate for or necessary to administer the Township's affordable housing program. The parties agree, however,

that the ultimate responsibility for the Township's implementation of its affordable housing program and compliance with its affordable housing obligation rests with the Township.

The Consultant shall, among other things, with respect to project-specific services:

a. Sales prices and process.

- (1) Provide the then current maximum sales and re-sale prices to Owners and explain the process by which the homes are sold;
- (2) Provided the Owners with the then current maximum income limits as adjusted for household size and provide the Owners with Preliminary Application forms that they or their agents can distribute to potential purchasers.
- (3) Answer any questions that arise from Owners, buyers, or their agents regarding the application process;
- (4) Review all Preliminary Applications submitted to the Township for the sales unit and monitor the process by which the applicants are approved to purchase a specific unit;
- (5) Provide eligible applicants with a full Application for Affordable Housing on a "first-come-first-served" basis;
- (6) Upon the receipt of a completed full Application, review and certify applicants with respect to their adherence to all income limitations as set forth in the regulations and notify them, accordingly, with a written certification;

- (7) Communicate the status of the application process to the Owner and the Township on an ongoing basis and be available to meet with representatives of both as is reasonable and appropriate;
- (8) Communicate with counsel designated by the Township, or other designee, with respect to all legal matters associated with the transfer of title as it relates to the affordable housing restrictions;
- (9) Provide compliance reports to the Township and regulatory agencies as necessary;
- (10) Maintain accurate records of the status of all certifications on an ongoing basis;
- (11) Make all files, reports, and other documentation readily available to the Township or an independent auditor working on behalf of the Township.

b. Rental rates and leases.

- (1) On an annual basis, assist each Owner in determining and approving rental rates that are in compliance with applicable COAH regulations.
- (2) Certify to the Township that the rental rates are in compliance with applicable COAH regulations.

- (3) Review all leases for affordable housing units to be certain the terms of such leases and the obligations of the tenant and Owner thereunder comply with COAH's and the Township's rule.
- c. Rental process.
- (1) Assist the Owner with the development of and approve a complete set of application documents specifically designed to meet the requirements of COAH and Township regulations, including a preliminary application for pre-qualification for affordable housing, an application for affordable housing, an employer verification form, a landlord verification form, gift verification form, and such other forms as may be required.
- (2) Collect all preliminary applications and process such applications as necessary, keeping a complete record of the information and responding to all applicants in a manner appropriate to their submission.
- (3) Maintain and provide to the Owner or its representative lists of available pre-qualified applicants by unit type.
- (4) Once the Owner or its representative has obtained a completed application for affordable housing and collated all of the documentation requested in that application, review all application materials forwarded from the Owner for each applicant and make note of the completion of each file from the perspective of required documentation and informing the Owner of all incomplete files.
- (5) Upon the receipt of a completed file, review and certify each applicant with

respect to adherence to all income limitations as set forth in COAH and Township regulations and notify the Owner accordingly with a written certification.

d. Reports and records.

- (1) Communicate the status of the compliance plan to the Township on an ongoing basis and be available to meet with representatives of both as is reasonable and appropriate.
- (2) Provide semi-annual reports with respect to developers' and unit owners' compliance with all affordable housing rules and procedures to the Director of Health and Human Services or the Affordable Housing Committee, as the Mayor shall determine.
- (3) Provide an annual report to COAH in fulfillment of its monitoring requirements.
- (4) Maintain accurate records of the status of all certification work on an on-going basis.
- (5) Make all files, reports and other documentation readily available to the Township or an independent auditor working on behalf of the Township.

e. Fair housing marketing and compliance plan for sales and rental units.

- (1) Review and approve all marketing materials prepared by the Owner to ensure that all equal housing opportunity logos and notices appear where and when appropriate.
- (2) Review the marketing plans and process of the Owner for adherence to fair housing rules and COAH and Township regulations.

The Consultant shall not be responsible for the obligation of the Township to meet its affordable housing obligation aside from the certifications and other responsibilities set forth herein, nor shall the Consultant be responsible for the leasing and application services that are to be provided by the Owners of rental properties, including advertising, distributing the applications for affordable housing, collecting the information and verifications necessary for the affordable housing applications, showing available units, collecting and reviewing such other information as may be necessary for the Owner's own leasing purposes, executing lease agreements, and other management services. In addition, this Agreement assumes that the Owner has or will engage the services of a property manager, or someone with similar duties, who will act as a contact person for the Consultant and Township officials and assist with the issuing of all notices and requests for information to all applicants and residents, obtain all necessary documentation for certification of applicants and residents, and compile and deliver all such documentation to the Consultant for compliance review.

f. Operating procedures. The operating procedures to be followed by the Consultant shall be as are set forth in paragraph 2a-e above except as same may be amended and as one supplemented by ordinances, affordable housing procedures manuals adopted for rental and for-sale housing, and directives adopted by the Township and by COAH regulations and its Handbook. To the extent changes in the operating procedures expand or contract the scope of work, fees set forth herein shall be subject to negotiation between the Consultant and Township.

g. Reporting. The Consultant shall report to the Director of Health and Human Services and, in the Mayor's discretion, to the Mayor.

3. Compensation and billing.

- a. The Consultant shall be compensated as follows:
  - (1) A monthly fee of \$1,100.00 for services for the Avalon Princeton Junction Rental Units. The Consultant shall bill the Township for all services rendered within 15 days of the end of the month for services performed during the previous month.
  - (2) For services with respect to the rental or re-rental of the Other Rental Units, in Bear Creek Senior Living, The Mews at Princeton Junction, The Hamlet, Princeton Terrace, The Glen at West Windsor, and Windsor Woods West, a \$300.00 per unit set up charge, payable upon the start of services, and a \$450.00 per unit certification charge for each new occupancy and each re-occupancy. The applicant shall bill the Owner of the respective project directly for the services rendered, with a copy to the Township. The Township, however, will be responsible for such fees, provided that the Consultant has timely and diligently invoiced the charge. Any payments made by the Township to cover such fees that are unpaid will be paid out of the Affordable Housing Trust Fund.
  - (3) For the Resale Units, \$800.00 for each completed resale. The Consultant shall bill the Unit Owner, through his or her attorney or broker with a copy to the Township, prior to closing. While the intent and expectation is that the Consultant will be paid for all services associated with the re-sale of an affordable

units in the Windsor Haven, Windsor Ponds, Village Grande and Elements developments out of the seller's proceeds at closing, the Township will be responsible for such fee, provided that the Consultant has timely and diligently invoiced the charge. Any payments made by the Township to cover such fees that are unpaid will be paid out of the Affordable Housing Trust Fund.

- (4) \$85.00 per hour for all other services.
- (5) In addition to the fees set forth above, the Consultant shall be reimbursed for reasonable and customary out-of-pocket costs of postage and supplies to residents, applicants, and management. However, all management and compliance reports outlined above, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above. The bill pursuant to this paragraph shall be invoiced in the manner set forth in subparagraphs 3a(1)-(4) to the Township or Owner, as the case may be.

4. Affirmative Action. The parties hereby incorporate into this Agreement the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, as set forth in the attachment hereto. The Consultant certifies either (a) that it employs fewer than fifty people; or (b) it employs fifty or more people, and it will submit evidence that it is operating under an existing federally approved affirmative action program or a "certificate of employee information report approval" or an "initial employee information report," both relating to an affirmative action program. N.J.A.C. 17:27-4.3(a); 17:27-3.3(a).

5.     Execution of Affidavits. The Consultant agrees to execute any disclosure certification pertaining to conflicts of interest which the Township hereafter may require members of and consultants to Township bodies to execute.

6.     Insurance. The Consultant shall provide for itself and at its own expense Professional Liability Errors and Omissions Insurance coverage with a limit of liability of \$1,000,000.00 on which the Township is named an additional insured.

7.     Termination. Either party may terminate this Agreement without cause upon sixty (60) days written notice. In the event of termination, the Township's sole obligation to the Consultant shall be payment for all services performed up to the date of their receipt of notice thereof and for such additional services as the Township may specifically request it to undertake in order to complete any work in progress. The rate of compensation for all such services shall be that stated in paragraph 3 herein.

8.     Assignment. This Agreement for professional services may not be assigned by either party.

9.     Responsibilities. The Consultant shall perform his responsibilities in a prompt, professional, and workmanlike manner in conformity with the responsibilities, demand and ethics of his profession.

10.    Work Product. All work product, including internal memoranda, reports, maps, plans and final product, shall become the property of the Township and shall be surrendered to the Township or its designee upon termination of this Agreement. Such materials may only be used by the Township for its own affordable housing endeavors in the future.

11. Confidentiality. All data provided by the Township, the Owner, and the applicants will be considered strictly confidential and shall be used solely for the purposes delineated in this Agreement. Likewise, the materials developed by the Consultant shall be considered proprietary and may only be used by the Township for its own affordable housing endeavors in the future.

12. Files and Documentation. The Consultant will look to the Owner to provide the job-specific leases, files, documents and notices necessary to implement the services described herein. The Township shall be obligated to provide the Consultant with applicable COAH monitoring forms and all plans, ordinances, or resolution needed to inform the Consultant of the obligation of the Owner to provide affordable housing.

13. Pay to Play. In accordance with the Township's pay to play ordinance, the Consultant has executed the affidavit attached hereto.

IN WITNESS WHEREOF, the Township has caused these presents to be executed by its duly authorized representative, and the Consultant has set his hand and seal hereunder on the day and year first above written.

Attest:

West Windsor Township

Gay M Huber  
\_\_\_\_\_  
Gay M Huber Township Clerk

By: Markena Schmid  
\_\_\_\_\_  
Markena Schmid Acting Mayor

Witness:

Piazza & Associates

Kenneth A. Keenan

By:

Frank Piazza  
\_\_\_\_\_  
Frank Piazza

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

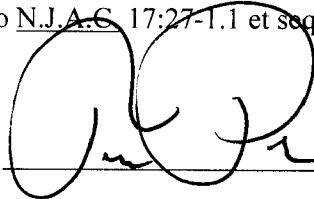
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

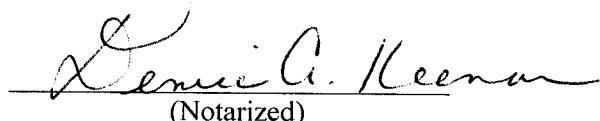
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signed by



Frank Piazza, Jr.  
Piazza & Associates, Inc.  
Contractor

Signed, sealed and delivered  
in the presence of

  
(Notarized)

**DENISE A. KEENAN**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID #2384728  
MY COMMISSION EXPIRES APRIL 16, 2019

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
WEST WINDSOR TOWNSHIP**

## **Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (*date of award scheduled for approval of the contract by the governing body*) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *West Windsor Township* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                      |                                |
|--------------------------------------|--------------------------------|
| Election Fund of Hemant Marathe      | Standing Up For West Windsor!  |
| Election Fund of Linda Geevers       | Standing Up For West Windsor!  |
| Election Fund of Ayesha Hamilton     | Community First                |
| Election Fund of Virginia Manzari    | Standing Up For West Windsor!  |
| Election Fund of Alison Miller       | Community First                |
| Election Fund of Yingchao "YZ" Zhang | Dr. YZ for Better West Windsor |

## **Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

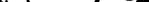
**Check the box that represents the type of business entity:**

Partnership       Corporation       Sole Proprietorship  Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

### Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity | Piazza & Associates, Inc.

Signed:  Title: President

Print Name: Frank Piazza Jr. Date: January 3, 2019

Subscribed and sworn before me this 3 day of  
January, 2019

*Denise C. Keen*  
My Commission expires:  
**DENISE A. KEENAN**  
**NOTARY PUBLIC**

**STATE OF NEW JERSEY**

ID #2384728

MY COMMISSION EXPIRES APRIL 16, 2019



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PIAZZA & ASSOCIATES, INC.

**Trade Name:**

**Address:** 216 ROCKINGHAM ROW  
PRINCETON, NJ 08540-5758

**Certificate Number:** 0632930

**Effective Date:** September 28, 1994

**Date of Issuance:** November 19, 2018

**For Office Use Only:**

20181119084209135

Certification 32379

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAY-2016 ... to 15-MAY-2023



PIAZZA & ASSOCIATES, INC.  
216 ROCKINGHAM ROW  
PRINCETON NJ 08540



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## **Part I – Vendor Information**

|              |                           |        |       |
|--------------|---------------------------|--------|-------|
| Vendor Name: | Piazza & Associates, Inc. |        |       |
| Address:     | 216 Rockingham Row        |        |       |
| City:        | Princeton                 | State: | NJ    |
|              |                           | Zip:   | 08540 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
Signature

Signature

Frank Piazza Jr.  
Printed Name

President  
Title

## **Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Mercer**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 14, 15, & 16

State Senator and two members of the General Assembly per district.

**County:**

|                  |              |         |
|------------------|--------------|---------|
| Freeholders      | County Clerk | Sheriff |
| County Executive | Surrogate    |         |

**Municipalities (Mayor and members of governing body, regardless of title):**

East Windsor Township

Ewing Township

Hamilton Township

Hightstown Borough

Hopewell Borough

Hopewell Township

Lawrence Township

Pennington Borough

Princeton

Robbinsville Township

Trenton City

West Windsor Township

**Boards of Education (Members of the Board):**

East Windsor Regional

Ewing Township

Hamilton Township

Hopewell Valley Regional

Lawrence Township

Princeton Regional

Robbinsville Township

West Windsor-Plainsboro Regional

**Fire Districts (Board of Fire Commissioners):**

Chesterfield-Hamilton Fire District No. 1

Hamilton Township Fire District No. 2

Hamilton Township Fire District No. 3

Hamilton Township Fire District No. 4

Hamilton Township Fire District No. 5

Hamilton Township Fire District No. 6

Hamilton Township Fire District No. 7

Hamilton Township Fire District No. 8

Hamilton Township Fire District No. 9

Hopewell Borough Fire District No. 1

Hopewell Township Fire District No. 1

Hopewell Township Fire District No. 2

Hopewell Township Fire District No. 3

Pennington Borough Fire District No. 1

Washington Township Fire District No. 1

## STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

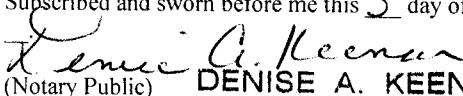
Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

|   |               |
|---|---------------|
| Name: Frank Piazza Jr.                                      | Name:         |
| Home Address:<br>19 Patriot Drive<br>Robbinsville, NJ 08691 | Home Address: |
| Name:   | Name:         |
| Home Address:   | Home Address: |
| Name:   | Name:         |
| Home Address:   | Home Address: |

Subscribed and sworn before me this 3 day of January, 2014

  
(Notary Public) **DENISE A. KEENAN**

NOTARY PUBLIC

My Commission expires **STATE OF NEW JERSEY**

**ID #2384728**

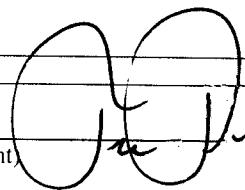
**MY COMMISSION EXPIRES APRIL 16, 2019**

**Piazza & Associates, Inc.**

(Affiant)

**Frank Piazza Jr., President**

(Print name & title of affiant)



(Corporate Seal)

## **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Project Name:** Administrative Agent for Affordable Housing **Bidder/Officer:** Piazza & Associates, Inc.  
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

XX is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the NJ Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

---

### **PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

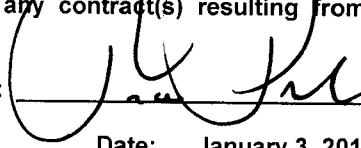
NAME: \_\_\_\_\_ Relationship to  
Bidder/Officer \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Officer Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with West Windsor Township to notify the State of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with West Windsor Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Frank Piazza Jr. Signature: 

Title President Date: January 3, 2019

## **TOWNSHIP OF WEST WINDSOR**

**AFFIDAVIT OF COMPLIANCE WITH  
SECTION 4-22.1 *ET SEQ.* OF THE TOWNSHIP CODE**

State of New Jersey : ss  
County of Mercer :

I, Frank Piazza Jr., President, Piazza & Associates, Inc.  
(Name of Professional Business Entity(s); if a corporation, name of officer making affidavit)

being duly sworn, affirm that I am aware of the provisions of Chapter 4-22.1 *et seq.* of the Township Code of the Township of West Windsor, which was enacted into law by Township Ordinance No. 2003-09 and made effective as of April 7, 2003. In accordance with that Ordinance, I further declare that neither the professional business entity with which I am associated, nor I, have made any contribution of money or anything of value, including in kind contributions at anytime within the past year, to any West Windsor Township candidate for Mayor or Township Council, or West Windsor Township political party committee or their intermediaries, including but not limited to, a Mercer County political party committee. I further declare that I am aware that if it is determined that such contributions have been made, that it will be deemed as a material breach of any professional services agreement that I have entered into with the Township of West Windsor and that I may be subject to penalties as may be provided by law, including those set forth in Chapter 4-22.1 *et seq.* of the Township Code.

Frank Piazza Jr., President  
Signature of Person Making Affidavit

Sworn and subscribed to before me this  
3 day of January, 2019.

Denise A. Keenan

DENISE A. KEENAN

NOTARY PUBLIC

#### THE STATE OF NEW JERSEY

ID #2384728  
MY COMMISSION EXPIRES APRIL 16, 2019

## AFFIDAVIT

STATE OF NEW JERSEY :  
: SS  
COUNTY OF MERCER :  
AFFIDAVIT OF PUBLICATION

I, Gay M. Huber, Municipal Clerk of the Township of West Windsor in the County of Mercer, being duly sworn according to law, depose and say that the notice which is attached hereto is exactly as it was published on January 25, 2019 in the Princeton Packet, a semi-weekly newspaper of general circulation, printed in the State of New Jersey and having its publication office at 300 Witherspoon Street, Princeton, New Jersey.

### Legal Notices

#### WEST WINDSOR TOWNSHIP NOTICE OF PROFESSIONAL SERVICES CONTRACT AWARDS

The Township Council of West Windsor has awarded the following contracts without competitive bidding as professional services pursuant to NJSA 40A:11-5(1)(e) at their January 22, 2019 Business Session. These contracts and the resolutions authorizing them are available for public inspection in the Office of the Municipal Clerk.

| Awarded To                | Services                           | Time Period         | Cost: Not to Exceed |
|---------------------------|------------------------------------|---------------------|---------------------|
| Van Cleef Engineering     | Miscellaneous Engineering Services | 1/1/2019-12/31/2019 | \$ 3,000.00         |
| ACT Engineering Services  | Miscellaneous Engineering Services | 1/1/2019-12/31/2019 | \$ 3,000.00         |
| James F. Parvesse         | Miscellaneous Engineering Services | 1/1/2019-12/31/2019 | \$ 475.00           |
| Piazza & Associates       | Affordable Housing Consultant      | 1/1/2019-12/31/2019 | \$18,000.00         |
| Harry Haushalter          | Special Tax Counsel                | 1/1/2019-12/31/2019 | \$40,000.00         |
| Suplee, Clooney & Company | Municipal Auditor                  | 1/1/2019-12/31/2019 | \$27,450.00         |
| Phoenix Advisors          | Financial Advisors                 | 1/1/2019-12/31/2019 | \$ 3,800.00         |
| Ruberman Roth LLC         | Labor Attorney                     | 1/1/2019-12/31/2019 | \$50,000.00         |

Gay M. Huber  
Township Clerk  
West Windsor Township  
PP, 1x, 1/25/19 Fee: \$52.50

Gay m. Huber  
Gay M. Huber, Township Clerk

Adv. Fee: \$52.50  
PD 1/25/2019

Sworn and subscribed to  
before me this 31<sup>st</sup> day  
of January, 2019

Allison D. Sheehan  
Notary Public of New Jersey

ALLISON D. SHEEHAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/10/2023

2019-19

TOWNSHIP OF WEST WINDSOR  
CERTIFICATION OF FUNDS

I, JOANNE R. LOUTH, Chief Financial Officer of the Township of West Windsor, do hereby certify as follows:

1. I have examined the Trust Accounts of the Township of West Windsor in order to determine if sufficient funds are available for Piazza & Associates.  
Affordable Housing Consultant. Contract Period 1/1/19 to 12/31/19.

The projected cost of which is not to exceed \$18,000.00.

2. I have determined that such funds as are necessary are available in the following line item appropriation accounts:

Affordable Housing - Trust Fund      121201      \$18,000.00.

I have determined that the above described expenditure may be authorized by the Township Council against the aforesaid line item account(s) in the amounts specified for each.

Now therefore, based on the foregoing, I do hereby certify that adequate funds are currently available for the purposes and in the line item amounts specified above and further, I shall encumber the same for a period of sixty (60) days from the date of this certification or until an ordinance or resolution authorizing the expenditure described above is enacted, whichever event shall occur sooner.

SIGNED AND CERTIFIED BY ME THIS

11th, Day of January 2019

  
JOANNE R. LOUTH  
CHIEF FINANCIAL OFFICER

I, MICHAEL W. HERBERT, Township Attorney for the Township of West Windsor, have reviewed the above Certification of Availability and find the same has been signed by the Township Treasurer, is in order, and the Township Council may adopt the necessary resolution or ordinance authorizing the expenditure described therein.

DATE

1/15/19

  
MICHAEL W. HERBERT  
TOWNSHIP ATTORNEY

**Appendix 3:**  
**Adopted RP-12 Ordinance Amending the Township Code**

**TOWNSHIP OF WEST WINDSOR  
COUNTY OF MERCER, NEW JERSEY**

1st Reading March 4, 2019\* March 18, 2019  
2nd Reading & Public Hearing April 1, 2019  
Date Adopted April 1, 2019  
Date Effective April 22, 2019  
DOT APPROVAL RECEIVED

Date to Mayor April 2, 2019

Date Signed April 2, 2019

Date Resubmitted to Council 6/11/17

Approved as to Form and Legality *[Signature]*

ORDINANCE 2019-07r

**AN ORDINANCE TO AMEND AND SUPPLEMENT  
THE CODE OF THE TOWNSHIP OF WEST WINDSOR (1999)**

**AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF WEST WINDSOR (1999)  
TO CREATE AN RP-12 DISTRICT**

| First Reading |     |    |    |    |     |     | Second Reading |     |    |    |    |     |     |
|---------------|-----|----|----|----|-----|-----|----------------|-----|----|----|----|-----|-----|
| Council       | Yes | No | NV | AB | Mov | Sec | Council        | Yes | No | NV | AB | Mov | Sec |
| GEEVERS       | ✓   |    |    |    |     | ✓   | GEEVERS        | ✓   |    |    |    |     |     |
| HAMILTON      | ✓   |    |    |    |     |     | HAMILTON       | ✓   |    |    |    |     |     |
| MANZARI       | ✓   |    |    |    | ✓   |     | MANZARI        | ✓   |    |    |    |     | ✓   |
| MILLER        | ✓   |    |    |    |     |     | MILLER         | ✓   |    |    |    |     |     |
| ZHANG         | ✓   |    |    |    |     |     | ZHANG          | ✓   |    |    |    |     | ✓   |

**Rejected**

**Approved**

*Hemant Marathe*  
Hemant Marathe, Mayor

1/2/2019 Date

#### **Reconsidered by Council**

**Override Vote: YES**      **NO**

Gay M. Huber  
\_\_\_\_\_  
Gay M. Huber, Township Clerk

\* Sent to Planning Board for Review March 5, 2019

\* Planning Board March 13, 2019 substantive changes needs re-introduction by Council

~~A~~\* Council Re-introduced as amended. Motion by Hamilton; Seconded by Manzari -  
Hamilton, Manzari Miller yes  
Beavers, Zhang absent

## **ORDINANCE 2019-07r**

### **AN ORDINANCE TO AMEND AND SUPPLEMENT THE CODE OF THE TOWNSHIP OF WEST WINDSOR (1999)**

#### **AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF WEST WINDSOR (1999) TO CREATE AN RP-12 DISTRICT**

BE IT ORDAINED by the Township Council of the Township of West Windsor, County of Mercer, State of New Jersey, as follows:

Section 1. Chapter 200 of the Code of the Township of West Windsor, Land Use, Part 4, Zoning, Article XXVI, Titles, Purposes, Establishment of Districts; General Conditions, Section 200-142, Establishment of Zoning Districts, is hereby amended by adding after the line “RP-11 – “Overlay of the Princeton Junction Redevelopment Plan” the following:

#### **RP-12 Residence/Affordable Housing**

Section 2. Chapter 200 of said Code, Land Use, Part 4, Zoning, Article XXVI, Titles, Purposes, Establishment of Districts; General Conditions, Section 200-143, Zoning Map, is amended to read as follows:

The boundaries of said zoning district is hereby established as shown on the Zoning Map, Township of West Windsor, dated March 18, 2019, and revised through April 1, 2019, which, with all explanatory matter thereon, is hereby adopted and made part of this Part IV. An official copy of said Map, indicating the latest amendments shall be kept up-to-date in the office of the Land Use Manager for the use and benefit of the public and shall have the most current revision date shown thereon. The Zoning Map for that shall be the official reference as to the current zoning classification of the land within the boundaries of the Township of West Windsor.

Section 3. Chapter 200 of said Code, Land Use, Part 5, Princeton Junction Redevelopment Plan Regulatory Provisions, Article XXXIV, Land Use Controls, is hereby amended by the adding a New Section 200-272 as follows and by renumbering the subsequent sections accordingly:

#### **§ 200-272 RP-12 District.**

##### **A. RP-12 District use regulations.**

- (1) Purpose.** The goal of the RP-12 District is to develop the property in the RP-12 District with attractive, multi-family housing, to include 20% affordable housing.

- (2) Comprehensive development. The District shall be comprehensively developed in accordance with one development application for the entire district.
- (3) Permitted principal uses. In the RP-12 District, no building or premises shall be used and no building shall be erected or altered on a lot which is arranged, intended or designed to be used, except for the following use:
  - (a) Multifamily dwellings, provided that twenty percent (20%) of such units are affordable housing meeting all of the applicable standards and requirements for affordable units, including those set forth in the *Uniform Housing Affordability Controls* (UHAC), N.J.A.C 5:80-26.1 *et seq.*, and Section 200-237. At least 50% of the affordable units shall be affordable to low-income households, and at least 13% of all rental affordable units shall be affordable to very low-income households earning 30% or less of the regional median household income by household size, which very low-income units shall be included as part of the low-income requirement. The remaining affordable units shall be made affordable to moderate-income households. The affordable units shall be dispersed throughout the building or buildings. Affordable housing shall be architecturally indistinguishable from market-rate housing. Ordinance 2019-03 shall not apply.
- (4) Permitted accessory uses.
  - (a) Recreational and open space facilities, including, but not limited to walkways, courtyards and plazas.
  - (b) Off-street parking and loading associated with multifamily dwellings and townhouses.
  - (c) Signs.
  - (d) Street furnishings, planters, streetlights, and exterior, garden-type shade structures such as gazebos and pavilions.

- (e) Fences and walls, which shall complement the architectural style, type and design of the building and the overall project design.
  - (f) Decks, patios and terraces, which shall complement the architectural style, type and design of the building and the overall project design.
  - (g) Stand-alone on-grade garages, trash enclosures, stand-alone storage facilities for apartment tenants, and office and maintenance areas for onsite rental business operations.
  - (h) Accessory uses customarily incidental to permitted principal uses.
- B. RP-12 District intensity, bulk and other regulations.
- (1) Maximum improvement coverage: 80%.
  - (2) Minimum yards.
    - (a) Front yard: 10 feet.
    - (b) Side yard: 5 feet.
    - (c) Rear yard: 5 feet.
  - (3) Number of dwelling units: The developer may construct up to one hundred eighty (180) dwelling units.
  - (4) Maximum building height:
    - (a) The maximum building height shall be four stories above garage, but no greater than 80 feet.
  - (5) Building spacing: A minimum of 30 feet shall be provided between buildings if there is more than one building.
  - (6) Parking standards.

- (a) In lieu of the standards set forth in § 200-27B, the following off-street parking standards shall apply: a minimum of 1.0 spaces per dwelling.
- (b) Off-street parking lots shall be accessed by means of common driveways to the extent practicable. Cross-access easements with adjacent lots shall be required. Shared parking facilities are encouraged where possible.

(7) Sidewalks.

- (a) In lieu of the standards set forth in § 200-258A sidewalk widths shall be a minimum of four feet wide, except where sidewalk borders head-in parking stalls, the sidewalk shall be a minimum of six feet wide.
- (b) All internal sidewalks and pathways shall be designed to provide access for the physically disabled. Access ramps shall be conveniently placed and sloped to provide easy connection to streets and sidewalks, in conformance with the Americans with Disabilities Act. This requirement does not apply to connections to Block 5, Lot 20. A minimum of one accessible route shall be provided to the RP-12 development from the public street and sidewalk, through Block 5, Lot 20.

(8) Landscaping.

- (a) All Section 200-91P standards shall apply except that:
  - [1] In lieu of the standards set forth in §200-91P(4), the following shall apply: Storm water management facilities shall be designed in accordance with the guidelines set forth in the New Jersey Stormwater Best Management Practices Manual.
  - [2] Section 200-91P(5) (Open Space) shall not apply.
  - [3] Section 200-91P(6)(c) (Filtered Buffer) shall not apply to locations where internal drives and parking adjoin the building or buildings.

- [4] Section 200-91P(6)(d)(4) is amended to allow a solid fence or wall serving as a sound barrier ten feet high. Such a fence or wall is only required along a portion of the property line between the building or buildings and the railroad tracks. Any fence or fences constructed along the railroad (Block 5, Lot 14) serving as a sound barrier shall not be considered a structure.
- [5] Sections 200-91P(7)(a), (b), (c), (d), (e), and (f) shall not apply.
- [6] Existing trees over 5 inches DBH that are within ten feet of property lines shall be located and preserved to the extent possible. All other existing trees will be cleared and are not required to be relocated.

(9) Architectural and site design standards.

In lieu of the standards set forth in §200-258C, the following shall apply:

- (a) Architectural detail, style, color, proportion and massing shall reflect the features of a traditional village center. The building or buildings shall reflect a continuity of treatment through the district, obtained by maintaining the building scale or by subtly graduating changes; by maintaining base courses; by maintaining cornice lines in buildings, if more than one, of the same height; by extending horizontal lines of fenestration; and by reflecting architectural styles and details, design themes, building materials and colors used in surrounding buildings. To the extent possible, upper-story windows shall be vertically aligned with the location of windows and doors on the ground level. A variety of building setbacks, roof lines, color schemes, elevations and heights shall be developed, relative to adjacent structures, to avoid a repetitious and monotonous streetscape.
- (b) Any sound barrier along the railroad right-of-way may not be higher than ten (10) feet.
- (c) Signage and lighting shall be designed in a manner complementary to the building's architecture and in keeping with the goal of achieving a traditional village center.

- (d) Pitched roofs (6/12 to 12/12) are required. Both gable and hipped roofs shall provide overhanging eaves on all sides that extend a minimum of one foot beyond the building wall.

(10) Signage.

- (a) Street address signage.

In lieu of the standards set forth in §200-258D4c, the following shall apply:

- [1] Street address signage shall be provided on the building or, if more than one building, each building.

- [2] Street address numbers shall have a maximum height of 24 inches.

- (b) Monument signage.

In lieu of the standards set forth in § 200-258D4d, the following shall apply:

- [1] Two monument signs shall be permitted for the RP-12 District. One of the two signs shall be an identification sign along Cranbury Road at the entrance to the Ellsworth Center.

- [2] The maximum monument sign area for each sign shall be 40 square feet.

- [3] The maximum monument sign height for each sign shall be six feet above existing grade.

(11) Internal Streets.

- (a) Geometry of streets shall be sufficient for Township emergency vehicles and private waste removal.

- (b) Street names shall not duplicate or nearly duplicate the names of existing streets in the municipality or contiguous communities. The continuation of an existing street shall have the same name.

(c) Endings of proposed street names shall reflect street classification for a cul-de-sac: lane, court, place, or circle.

(12) Other Standards.

- (a) No development shall proceed in the District without a redeveloper's agreement with the Township or redevelopment entity.
- (b) Section 200-20 (Common Open Space) shall not apply.
- (c) The standards set forth in § 200-23 requiring an environmental appraisal of the property are not applicable.
- (d) Interconnection with Block 5, Lot 20 for storage or other complimentary service uses is allowed.
- (e) In lieu of the standards set forth in § 200-25B2, steps shall be taken to minimize indoor noise levels. Building code requirements shall be met.
- (f) In lieu of the standards set forth in § 200-25C2, steps shall be taken to minimize vibration levels.

(13) Pedestrian and Bicycle Circulation

- (a) A comprehensive bicycle and pedestrian circulation plan shall be provided. Consideration shall be given to linking pedestrian and bicycle circulation features to adjoining open space amenities, as determined to be appropriate and feasible.
- (b) Pedestrian crossing in streets and alleys shall include special ground texture treatment such as brick, stone, cobblestones and other suitable material. The treatment of any crosswalk shall be designed with materials that indicate the different traffic characteristics of intersecting streets.

- (c) There shall be a dedicated interior space or an enclosed room for storage of bicycles. Such a space may be located within a parking garage.

Section 4. This ordinance shall be in force after action or inaction by the Mayor as provided by law or an override of mayoral veto by the Council, whichever is applicable, and publication according to law.

Introduction: March 4, 2019\*; March 18, 2019\*\*\*

Public Hearing: April 1, 2019

Adoption: April 1, 2019

Mayor's Approval: April 2, 2019

Effective Date: April 22, 2019

\*Sent to Planning Board for Review March 5, 2019

\*\*Sent to Planning Board March 13, 2019 substantive changes needs re-introduction by Council

\*\*\*Council Reintroduced as amended: Motion by Hamilton; Seconded by Manzari

    Vote Hamilton Manzari Miller yes

    Absent: Geevers/Zhang

**Appendix 4:**  
**Adopted RP-12 Ordinance Amending the Princeton**  
**Junction Redevelopment Plan**

**TOWNSHIP OF WEST WINDSOR  
COUNTY OF MERCER, NEW JERSEY**

1st Reading March 4, 2019 \* March 18, 2019  
2nd Reading & Public Hearing April 1, 2019  
Date Adopted April 1, 2019  
Date Effective April 22, 2019  
DOT APPROVAL RECEIVED

Date to Mayor April 2, 2019  
Date Signed April 2, 2019  
Date Resubmitted to Council \_\_\_\_\_  
Approved as to Form and Legality Gerald J. Decker  
\_\_\_\_\_  
Township Attorney

## ORDINANCE 2019-08r

**AN ORDINANCE TO AMEND AND SUPPLEMENT  
THE CODE OF THE TOWNSHIP OF WEST WINDSOR (1999)**

**AN ORDINANCE AMENDING THE REDEVELOPMENT PLAN  
FOR PRINCETON JUNCTION BY ADDING A NEW RP-12 DISTRICT**

| First Reading 3/11/2019 |     |    |    |    |     |     | Second Reading |     |    |    |    |     |     |
|-------------------------|-----|----|----|----|-----|-----|----------------|-----|----|----|----|-----|-----|
| Council                 | Yes | No | NV | AB | Mov | Sec | Council        | Yes | No | NV | AB | Mov | Sec |
| GEEVERS                 | ✓   |    |    |    |     | ✓   | GEEVERS        | ✓   |    |    |    |     |     |
| HAMILTON                | ✓   |    |    |    |     |     | HAMILTON       | ✓   |    |    |    |     |     |
| MANZARI                 | ✓   |    |    |    | ✓   |     | MANZARI        | ✓   |    |    |    |     | ✓   |
| MILLER                  | ✓   |    |    |    |     |     | MILLER         | ✓   |    |    |    |     |     |
| ZHANG                   | ✓   |    |    |    |     |     | ZHANG          | ✓   |    |    |    |     | ✓   |

**Rejected**

Approved  Hemant Marathe, Mayor

April 2, 2019  
Date

## **Reconsidered by Council**

**Override Vote: YES** \_\_\_\_\_ **NO** \_\_\_\_\_

*Gay M. Huber*  
\_\_\_\_\_  
**Gay M. Huber, Township Clerk**

\* Sent to Planning Board for review March 5, 2019

\*\* Planning Board March 13, 2019 substantive changes needs re-introduction by Council

\*\*\* Council Re-introduced as amended Motion by Hamilton; Seconded by Manzari  
Hamilton, Manzari, Miller yes  
Keever, Zhang absent

**ORDINANCE 2019-08r**

**AN ORDINANCE TO AMEND AND SUPPLEMENT  
THE CODE OF THE TOWNSHIP OF WEST WINDSOR (1999)**

**AN ORDINANCE AMENDING THE REDEVELOPMENT PLAN  
FOR PRINCETON JUNCTION BY ADDING A NEW RP-12 DISTRICT**

BE IT ORDAINED by the Township Council of the Township of West Windsor, County of Mercer, State of New Jersey, as follows:

Section 1. The first full paragraph on page 8 of the Redevelopment Plan for Princeton Junction is amended to reflect the new district regulations set forth below.

Section 2. The Executive Summary is amended by adding the following at the end:

**District 12** is intended to facilitate redevelopment of a portion of what was District 7 by providing for an inclusionary development consisting of 144 market units and 36 affordable units.

Section 3. The Redevelopment Plan Development Summary on page 12 is amended to reflect the new district regulations set forth below.

Section 4. The Study Area District Map on page 25 is amended by creating a RP-12 District in the portion of the RP-7 District north of the most northerly lot line shown on the Map and known as Block 5, Lot 19.

Section 5. The following shall be added at the end of the District Regulations.

**DISTRICT RP-12**

**RP-12 District use regulations**

- A. Purpose. The goal of the RP-12 District is to develop the property in the RP-12 District with attractive, multi-family housing, to include 20% affordable housing.
- B. Comprehensive development. The District shall be comprehensively developed in accordance with one development application for the entire district.
- C. Permitted principal uses. In the RP-12 District, no building or premises shall be used and no building shall be erected or altered on a lot which is arranged, intended or designed to be used, except for the following use:
  - (1) Multifamily dwellings, provided that twenty percent (20%) of such units are affordable housing meeting all of the applicable standards and requirements for affordable units, including those set forth in the *Uniform Housing Affordability Controls* (UHAC), N.J.A.C 5:80-26.1 *et seq.*, and Section 200-237. At least 50% of the affordable units shall be affordable to low-income households, and at least 13% of all rental affordable units shall be affordable to very low-income households earning 30% or less of the regional median household income by household size, which very low income units shall be included as part of the low income requirement. The remaining affordable units shall be made affordable to moderate-income households. The affordable units shall be dispersed throughout the building or buildings. Affordable housing shall be architecturally indistinguishable from market-rate housing. Ordinance 2019-03 shall not apply.
- D. Permitted accessory uses.
  - (1) Recreational and open space facilities, including, but not limited to walkways, courtyards and plazas.
  - (2) Off-street parking and loading associated with multifamily dwellings and townhouses.
  - (3) Signs.
  - (4) Street furnishings, planters, streetlights, and exterior, garden-type shade structures such as gazebos and pavilions.

- (5) Fences and walls, which shall complement the architectural style, type and design of the building and the overall project design.
- (6) Decks, patios and terraces, which shall complement the architectural style, type and design of the building and the overall project design.
- (7) Stand-alone on-grade garages, trash enclosures, stand-alone storage facilities for apartment tenants, and office and maintenance areas for onsite rental business operations.
- (8) Accessory uses customarily incidental to permitted principal uses.

**RP-12 District intensity, bulk and other regulations.**

- A. Maximum improvement coverage: 80%.
- B. Minimum yards.
  - (1) Front yard: 10 feet.
  - (2) Side yard: 5 feet.
  - (3) Rear yard: 5 feet.
- C. Number of dwelling units: The developer may construct up to one hundred eighty (180) dwelling units.
- D. Maximum building height:
  - (1) The maximum building height shall be four stories above garage, but no greater than 80 feet.
- E. Building spacing: A minimum of 30 feet shall be provided between buildings if there is more than one building.
- F. Parking standards.
  - (1) In lieu of the standards set forth in § 200-27B, the following off-street parking standards shall apply: a minimum of 1.0 spaces per dwelling.

- (2) Off-street parking lots shall be accessed by means of common driveways to the extent practicable. Cross-access easements with adjacent lots shall be required. Shared parking facilities are encouraged where possible.

G. Sidewalks.

- (1) In lieu of the standards set forth in § 200-258A sidewalk widths shall be a minimum of four feet wide, except where sidewalk borders head-in parking stalls, the sidewalk shall be a minimum of six feet wide.
- (2) All internal sidewalks and pathways shall be designed to provide access for the physically disabled. Access ramps shall be conveniently placed and sloped to provide easy connection to streets and sidewalks, in conformance with the Americans with Disabilities Act. This requirement does not apply to connections to Block 5, Lot 20. A minimum of one accessible route shall be provided to the RP-12 development from the public street and sidewalk, through Block 5, Lot 20.

H. Landscaping.

- (1) All Section 200-91P standards shall apply except that:
- (a) In lieu of the standards set forth in §200-91P(4), the following shall apply: Storm water management facilities shall be designed in accordance with the guidelines set forth in the New Jersey Stormwater Best Management Practices Manual.
- (b) Section 200-91P(5) (Open Space) shall not apply.
- (c) Section 200-91P(6)(c) (Filtered Buffer) shall not apply to locations where internal drives and parking adjoin the building or buildings.
- (d) Section 200-91P(6)(d)(4) is amended to allow a solid fence or wall serving as a sound barrier ten feet high. Such a fence or wall is only required along a portion of the property line between the apartment building or buildings and the railroad tracks. Any fence or fences constructed along the railroad (Block 5, Lot 14) serving as a sound barrier shall not be considered a structure.
- (e) Sections 200-91P(7)(a), (b), (c), (d), (e), and (f) shall not apply.

- (f) Existing trees over 5 inches DBH that are within ten feet of property lines shall be located and preserved to the extent possible. All other existing trees will be cleared and are not required to be relocated.

I. Architectural and site design standards.

In lieu of the standards set forth in § 200-258C, the following shall apply:

- (a) Architectural detail, style, color, proportion and massing shall reflect the features of a traditional village center. The building or buildings shall reflect a continuity of treatment through the district, obtained by maintaining the building scale or by subtly graduating changes; by maintaining base courses; by maintaining cornice lines in buildings, if more than one, of the same height; by extending horizontal lines of fenestration; and by reflecting architectural styles and details, design themes, building materials and colors used in surrounding buildings. To the extent possible, upper-story windows shall be vertically aligned with the location of windows and doors on the ground level. A variety of building setbacks, roof lines, color schemes, elevations and heights shall be developed, relative to adjacent structures, to avoid a repetitious and monotonous streetscape.
- (b) Any sound barrier along the railroad right-of-way may not be higher than ten (10) feet.
- (c) Signage and lighting shall be designed in a manner complementary to the building's architecture and in keeping with the goal of achieving a traditional village center.
- (d) Pitched roofs (6/12 to 12/12) are required. Both gable and hipped roofs shall provide overhanging eaves on all sides that extend a minimum of one foot beyond the building wall.

J. Signage.

- (1) Street address signage.

In lieu of the standards set forth in § 200-258D4c, the following shall apply:

- (a) Street address signage shall be provided on the building or, if more than one building, each building.

- (b) Street address numbers shall have a maximum height of 24 inches.
- (2) Monument signage.
  - In lieu of the standards set forth in § 200-258D4d, the following shall apply:
    - (a) Two monument signs shall be permitted for the RP-12 District. One of the two signs shall be an identification sign along Cranbury Road at the entrance to the Ellsworth Center.
    - (b) The maximum monument sign area for each sign shall be 40 square feet.
    - (c) The maximum monument sign height for each sign shall be six feet above existing grade.

K. Internal Streets.

- (1) Geometry of streets shall be sufficient for Township emergency vehicles and private waste removal.
- (2) Street names shall not duplicate or nearly duplicate the names of existing streets in the municipality or contiguous communities. The continuation of an existing street shall have the same name.
- (3) Endings of proposed street names shall reflect street classification for a cul-de-sac: lane, court, place, or circle.

L. Other Standards.

- (1) No development shall proceed in the District without a redeveloper's agreement with the Township or redevelopment entity.
- (2) Section 200-20 (Commons Open Space) shall not apply.
- (3) The standards set forth in § 200-23 requiring an environmental appraisal of the property are not applicable.
- (4) Interconnection with Block 5, Lot 20 for storage or other complimentary service uses is allowed.

- (5) In lieu of the standards set forth in § 200-25B2, steps shall be taken to minimize indoor noise levels. Building code requirements shall be met.
- (6) In lieu of the standards set forth in § 200-25C2, steps shall be taken to minimize vibration levels.

M. Pedestrian and Bicycle Circulation

- (1) A comprehensive bicycle and pedestrian circulation plan shall be provided. Consideration shall be given to linking pedestrian and bicycle circulation features to adjoining open space amenities, as determined to be appropriate and feasible.
- (2) Pedestrian crossing in streets and alleys shall include special ground texture treatment such as brick, stone, cobblestones and other suitable material. The treatment of any crosswalk shall be designed with materials that indicate the different traffic characteristics of intersecting streets.
- (3) There shall be a dedicated interior space or an enclosed room for storage of bicycles. Such a space may be located within a parking garage.

Section 6. This ordinance shall be in force after action or inaction by the Mayor as provided by law or an override of mayoral veto by the Council, whichever is applicable, and publication according to law.

Introduction: March 4, 2019\*; March 18, 2019\*\*\*

Public Hearing: April 1, 2019

Adoption: April 1, 2019

Mayor's Approval: April 2, 2019

Effective Date: April 22, 2019

\*Sent to Planning Board for Review March 5, 2019

\*\*Sent to Planning Board March 13, 2019 substantive changes needs re-introduction by Council

\*\*\*Council Reintroduced as amended: Motion by Hamilton; Seconded by Manzari  
Vote Hamilton Manzari Miller yes  
Absent: Geevers/Zhang

**Appendix 5:**  
**Rehabilitation Manual**



# WEST WINDSOR TOWNSHIP

MERCER COUNTY, NEW JERSEY

## TOWNSHIP OF WEST WINDSOR OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM POLICIES AND PROCEDURES MANUAL

March 2019

Department of Community Development

Francis Guzik, Program Administrator

271 Clarksville Road  
West Windsor, NJ 08550  
(609) 799-2400 x-336

## Table of Contents

|      |   |    |
|------|---|----|
| I.   | Introduction .....  | 3  |
| A.   | Fair Housing and Equal Housing Opportunities .....                | 4  |
| B.   | Rehabilitation Assistance .....                                   | 4  |
| C.   | Regulatory Objectives and Compliance.....                         | 5  |
| D.   | Summary of Program .....  | 5  |
| II.  | General Program Information .....                                 | 6  |
| A.   | Rehabilitation Assistance Program .....                           | 6  |
| B.   | Eligible Households.....  | 6  |
| C.   | Other Eligibility Requirements .....                              | 7  |
| D.   | Ownership and Occupancy .....                                     | 7  |
| E.   | Certification of Substandard .....                                | 7  |
| F.   | Certification Existing Conditions .....                           | 8  |
| G.   | Eligible Improvements .....                                       | 8  |
| H.   | Ineligible Improvements .....                                     | 8  |
| I.   | Loan Amount and Terms .....                                       | 8  |
| J.   | Loan Subordination .....  | 9  |
| K.   | Borrower's Agreement and Terms .....                              | 9  |
| III. | Overview of Administrative Process .....                          | 10 |
| A.   | Marketing.....  | 11 |
| B.   | Income Eligibility Determinations.....                            | 11 |
|      | What is Considered Income .....                                   | 11 |
|      | What is Not Considered Income .....                               | 13 |
| C.   | Required Documentation from Applicants .....                      | 15 |
| IV.  | Work Write-up, Contractor Selection, Bidding & Awarding Bids..... | 16 |
| A.   | Eligible contractors.....   | 17 |

|      |   |    |
|------|---|----|
| B.   | Bid openings and Contractor Selection .....         | 17 |
| C.   | Contractor Performance .....                        | 18 |
| V.   | Loan Closings and Construction Agreements .....     | 19 |
| A.   | Mortgage & Mortgage Note .....                      | 19 |
| B.   | Construction Agreement.....                         | 19 |
| C.   | Inspections.....                                    | 19 |
| D.   | Lead Based Paint Provisions .....                   | 20 |
| E.   | Permits & Permit Inspections .....                  | 21 |
| F.   | Contractor Payment.....                             | 21 |
| G.   | Resolution of Disputes.....                         | 22 |
| VI.  | MAINTENANCE OF RECORDS.....                         | 22 |
| A.   | Files to be Maintained on Every Applicant .....     | 22 |
| B.   | Files to be Maintained on Approved Applicants ..... | 22 |
| C.   | Rehabilitation Log .....                            | 22 |
| D.   | Monitoring .....                                    | 23 |
| VII. | Project Certification / Appeals.....                | 23 |
| A.   | Certification of Standard .....                     | 23 |
| B.   | Illegal Improvements Found During Inspections.....  | 23 |
| C.   | Appeals.....  | 23 |

# Township of West Windsor Owner-Occupied Housing Rehabilitation Program

*Policies and Procedures Manual*

## I. Introduction

This Manual has been prepared to assist in the administration of the Township of West Windsor Owner-Occupied Housing Rehabilitation Program (the Program). It will serve as a guide to the Program staff and Applicants.

This manual describes the policies and operation of the program, examines program purposes and provides the guidelines for implementing the Program. This manual explains the steps in the rehabilitation process. It describes the eligibility requirements for participation in the Program, criteria, funding terms and conditions, record keeping and overall program administration. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

The Township of West Windsor Owner-Occupied Housing Rehabilitation Program has been established to help make needed repairs to owner-occupied residential units in the Township of West Windsor that are occupied by income-eligible families. As part of the Township's Housing Element and Fair Share Plan the Program seeks to:

- Improve living conditions for eligible Township residents;
- Preserve West Windsor's housing stock;
- ;
- Reduce energy consumption of older homes and thereby lower operating expenses;
- Reduce the likelihood of children being lead poisoned by hazardous lead painted surfaces in their home; and
- Generate affordable housing credits to satisfy the Township's obligation.

The Program is designed to accomplish this by:

- Making forgivable loans available for rehabilitation and energy conservation improvements;
- Helping property owners identify the type and scope of work their properties need;
- Assisting property owners in selecting a qualified contractor at a fair price; and

- Establishing and enforcing housing rehabilitation standards that must be met for all properties in the Program.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws<sup>1</sup>, the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq.<sup>2</sup>, the Substantive rules of the Council on Affordable Housing N.J.A.C. 5:96<sup>3</sup> and Procedural Rules of the Council on Affordable Housing N.J.A.C. 5:97<sup>4</sup> and the affordable housing regulations of the Township of West Windsor (hereafter referred to as the “Regulations”).

## A. Fair Housing and Equal Housing Opportunities



In accordance with the Federal Fair Housing Act, it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. In addition, New Jersey Law prohibits discrimination in housing on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8) by all persons including real estate agents or brokers, financial institutions, property owners, landlords, or building superintendents, and their agents and employees with respect to the sale, rental or lease of real property, listing or advertising of real property, receipt or transmittal of offers to purchase or rent real property, application and terms of a mortgage or other loan.

## B. Rehabilitation Assistance

Single-family, owner-occupied homes located in the Township of West Windsor are eligible for assistance of **\$10,000** to repair or replace any failing or deteriorated major system. Applicants are assisted on a first-served basis. At the Program Administrator’s discretion, the maximum assistance of \$15,000 may be exceed on a case-by-case basis.

The Program will be funded entirely with allocations from the Township’s Affordable Housing Trust fund. The Township’s settlement agreement sets the total budget for this program at \$270,000 with \$90,000

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<sup>1</sup> [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/FHLaws](https://www.hud.gov/program_offices/fair_housing_equal_opp/FHLaws)

<sup>2</sup> <http://www.nj.gov/dca/affiliates/coah/regulations/uham.html>

<sup>3</sup> <http://www.nj.gov/dca/services/lps/hss/statsandregs/596.pdf>

<sup>4</sup> <http://www.nj.gov/dca/services/lps/hss/statsandregs/597.pdf>

being made available in the first year of the program. Based on a production goal of twenty-seven (27) units, the investment will be \$10,000 per unit.

### C. Regulatory Objectives and Compliance

The use of the Township's Affordable Housing Trust Funds will require compliance with various State affordable housing rules, including the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 *et seq.*), the Substantive Rules of the Council on Affordable Housing N.J.A.C. 5:96 and the Procedural Rules of the Council on Affordable Housing N.J.A.C. 5:97, including:

- Each assisted unit must meet or exceed New Jersey State Housing Code, N.J.A.C. 5:28. For projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode, N.J.A.C. 5:23-6. In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply; and
- Complete replacement or substantial repair of at least one major system.

### D. Summary of Program

| Characteristic                | Rehabilitation Assistance Program   |
|-------------------------------|---|
| <b>Funding Limit</b>          | \$10,000 per unit   |
| <b>Eligible Homes</b>         | Single-family owner-occupied homes owned by households earning less than 80% of area median income by household size.   |
| <b>Program Objective</b>      | Bring the home up to New Jersey State Housing Code, N.J.A.C. 5:28 and Rehabilitation Subcode, N.J.A.C. 5:23-6.  |
| <b>Target Area</b>            | Township-wide   |
| <b>Affordability Controls</b> | Ten (10) year mortgage & note. After the first anniversary of completing the rehabilitation, the mortgage loan principal will be forgiven 10% each year. If the title has not transferred after ten years, the entire loan is considered forgiven.  |
| <b>Funding Source</b>         | West Windsor Township's Affordable Housing Trust Fund   |
| <b>Income Limits</b>          | Regional income limits shall be established for the housing region in which the Township is located (Housing Region 4) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. Currently, the income limits are being prepared by Affordable Housing Professionals of New Jersey (AHPNJ.org). |

## II. General Program Information

This section describes the assistance program; the goals and objectives and how families and homes qualify for participation in them.

### A. Rehabilitation Assistance Program

*Single-family, owner-occupied* homes are eligible for assistance of up to \$15,000 each to repair or replace any failing or deteriorated major system. In order to be eligible for assistance, there must be a reasonable expectation of bringing each assisted home up to New Jersey State Housing Code (N.J.A.C. 5:28) and Rehabilitation Subcode (N.J.A.C. 5:23-6) within the available funding and homeowner contributions, if necessary. At the Program Administrator's discretion, the maximum assistance of \$15,000 may be exceeded on a case-by-case basis.

### B. Eligible Households

In order to be eligible for assistance, households must be determined to be income-eligible. Specifically, the household must earn less than the Program's Income Limits by household size. While any household earning less than the Program's Income Limit will be considered income-eligible, each household will be tracked for statistical purposes in one of three categories based on the Program's median income limit: 80% (moderate), 50% (low) and 30% (very low).

Income Limits are updated annually and will be adopted by the Program as they are published. At the time of the writing of this manual, the following income were the most recent available (published April 2018).

|                                  | 1        | 2        | 3        | 4        | 5        | 6        | 7        | 8         |
|----------------------------------|----------|----------|----------|----------|----------|----------|----------|-----------|
| Moderate Income Limit (80%)      | \$55,557 | \$63,494 | \$71,431 | \$79,368 | \$85,717 | \$92,066 | \$98,416 | \$104,765 |
| Low Income Limit (50%)           | \$34,723 | \$39,684 | \$44,644 | \$49,605 | \$53,573 | \$57,541 | \$61,510 | \$65,478  |
| Extremely Low Income Limit (30%) | \$20,834 | \$23,810 | \$26,787 | \$29,763 | \$32,144 | \$34,525 | \$36,906 | \$39,287  |

The Township of West Windsor Owner-Occupied Housing Rehabilitation Program has elected to use HUD's income verification process known as 24CFR Part 5 for determining income eligibility. This approach for determining **eligibility evaluates the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period**. Detailed information on determining eligibility is provided in the section of this manual entitled Income Eligibility Determinations.

## C. Other Eligibility Requirements

- The property must be located within the Township of West Windsor with a deed recorded in the name of the applicant(s) with the Mercer County Clerk's Office.
- The property consists of **single-family residential unit**, in accordance with the land use regulations of the Township of West Windsor as determined by the Township's Zoning Officer
- **Property taxes and mortgage payments** for the subject property must be current.
- **Water and sewer utility bills** must be current.
- **Homeowners' Insurance and Flood Insurance (if applicable)** must be current  
*(The cost of insurance can be included for one year if the property is not or cannot be insured at the time of application).*
- The applicant has not previously defaulted on a loan provided by the Township of West Windsor.

## D. Ownership and Occupancy

Proof of ownership of the property and its use as a principal place of residence must be established by the following:

1. Copy of deed;
2. Copy of declaration page from Homeowner's Insurance and Flood Insurance (if applicable);
3. Copy of real estate tax bill with proof of payment;
4. Signed Declaration of Occupancy, which is part of the Program Application.

## E. Certification of Substandard

In order to be eligible for assistance from the Program, *at least* one major system must be in need of replacement or repair. A major system in need of repair or replacement is therefore considered to be *substandard*. The certification of substandard is prepared by the Program Inspector at the time of the comprehensive inspection.

For the purposes of the Program, the following components of a dwelling are considered "major systems."

- Roof;
- Plumbing (including wells and connections to public water systems);
- Heating;
- Electrical;
- Sanitary plumbing (including septic systems and connections to public sewer systems);
- Load bearing structural systems;
- 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).

## F. Certification Existing Conditions

In order to receive assistance, each home must have a verifiable need. A Program Inspector will visit each home to document existing conditions.

## G. Eligible Improvements

The primary purpose of the Township of West Windsor Owner-Occupied Housing Rehabilitation Program is to provide decent, affordable housing for income-eligible households. Therefore, Program funds will be available to address quality of life housing issues, correct existing and incipient code violations, minimize the risk of poisoning from lead-based paint and correct weatherization deficiencies as identified in the project's Work Write-Up with detailed specifications.

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, correct applicable code violations, as well as any other work that is reasonable and deemed necessary or is related to the necessary repairs. The cost for one year of property insurance can be included in the assistance if no insurance is in place at the time of application.

In addition to the repair or replacement of all major systems, 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; or
- Exterior rain carrying system repair.

Any agreements between the Contractor and the Owner for "side work", outside the scope of the Program's work write-up, will not be accepted and cannot be completed during participation in the Program. The Township shall not be held responsible for any work performed by the Contractor that is not part of the work write-up and/or approved change order.

## H. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), 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. Rehabilitation work performed by property owners shall not be funded under this program. The cost of removing any illegally converted living space (e.g., illegal bedrooms in the basement) are not eligible for assistance.

## I. Loan Amount and Terms

The entire cost of repairs and improvements made through this program, up to the Program maximum (see below), will be paid directly by the Program to the Contractor as work is completed and inspected.

The amount Program assistance will then become a forgivable loan to the homeowner. Loans will be interest-free, deferred payment loans secured by a secondary mortgage or other instrument on the property being repaired. The principal will remain unchanged and will be forgivable at the end of the term. If the homeowner adheres to the affordability controls, 10% of the loan is forgiven each year for ten years, after which the full amount is forgiven. Any other event of default occurs, as described in the loan documents.

### J. Loan Subordination

The Township will consider requests to subordinate the Program's recorded mortgage to subsequent financing or refinancing. In all cases, the property owner must supply information listed in the Program's "Subordination Request Check List," which includes information on the new financing terms, recent appraisal of the value of the property and intended uses of the proceeds of any new financing. This and other relevant documentation required by the program will be reviewed by the Township solicitor, who will make a recommendation to the Program Administrator on the advisability of granting the subordination request.

### K. Borrower's Agreement and Terms

The Township will enter into a Borrower's Agreement with the Applicant that specifies the terms and conditions of the Program assistance to be made available, including reference to a Work Write-Up and Cost Estimate, which will be attached and made part of the Construction Agreement. Included in the Borrower's Agreement will be the requirement that the Applicant sign a Mortgage and Note. The mortgage will be recorded with the County Clerk and will serve as the legal instrument for securing the Program Assistance.

Copies of the Borrower's Agreement and form of Mortgage and Note to be used in implementing the Program are attached and made part of this Manual.

### III. Overview of Administrative Process

The following is intended to provide a brief overview of a typical home rehabilitation. Details on each of these steps can be found elsewhere in this Manual.

1. Application package is received. If incomplete, notice is sent to application. There are no application fees associated with the program
2. Administrative Agent (Piazza & Associates) reviews the application package and determines eligibility. Homeowners reviews and signs Borrowers Agreement.
3. Program Inspector visits the home; performs a comprehensive inspection and lead-based paint risk assessment (if necessary). Certification of Substandard Conditions is issued if one or more major systems are in need of repair or replacement.
4. Work write-up is prepared by the Program and reviewed by the homeowner, along with the list of Program Contractor.
5. Job is placed out to bid.
6. Bids are received, evaluated by Program Administrator and Program Inspector.
7. Bids are reviewed with Homeowner.
8. Homeowner awards the job to the chosen bidder.
9. Loan closing is conducted. Construction agreement and all affordability controls are executed.
10. Contractor is given authorization to proceed.
11. Contractor obtains permits (as necessary).
12. Construction phase begins.
13. Inspections are performed. Up to 2 progress payments are made.
14. Permits are closed out. Final Inspection is conducted. Certification of Standard is completed.
15. Contractor provides warranty information and signs Release of Liens.
16. Final Payment is made.
17. Case is closed-out.

## A. Marketing

The Township will disseminate program information by newsletter, electronic transmission, flyers included annually with tax bills to all owner-occupied units or other available means of individual communication. Program information will be available at the municipal building, library, and senior center and on the Township website.

All marketing initiatives will – at a minimum – include the following information:

- Length of the affordability controls (lien);
- Circumstances that require the assistance to be repaid;
- A statement about household income eligibility requirements;
- The maximum assistance amount;
- Examples of eligible improvements; and
- The types of structures eligible for assistance.

## B. Income Eligibility Determinations

In order to be eligible for Program assistance, households must be certified as “income eligible” by the Township’s Administrative Agent (Piazza & Associates). All adult members (18 years and older) of the household must submit income documentation that will be used to determine the income-eligibility of the household. The Township of West Windsor’s Home Improvement Program has elected to use HUD’s income verification process known as 24 CFR Part 5. This approach to determining eligibility uses the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

### What is Considered Income

The following sources of income will be included in the income eligibility determination for each household:

| Sources Considered Income                  | Statement from HUD 24 CFR 5.609 paragraph (b) (March 8, 2016)   |
|--|---|
| 1. Income from wages, salaries, tips, etc. | The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;   |
| 2. Business Income                         | The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family; |
| 3. Interest & Dividend Income              | Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal  |

| <b>Sources Considered Income</b>         | <b>Statement from HUD 24 CFR 5.609 paragraph (b) (March 8, 2016)</b>   |
|--|--|
|  | of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;   |
| 4. Retirement & Insurance Income         | The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);   |
| 5. Unemployment & Disability Income      | Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);  |
| 6. Welfare Assistance                    | <p>Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:</p> <p class="list-item-l1">(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and</p> <p class="list-item-l1">(B) Are not otherwise excluded under paragraph (c) of this section.</p> <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p> <p class="list-item-l1">(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus</p> <p class="list-item-l1">(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.</p> |
| 7. Alimony, Child Support, & Gift Income | Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;   |

| Sources Considered Income | <b>Statement from HUD 24 CFR 5.609 paragraph (b) (March 8, 2016)</b>  |
|---------------------------|---|
| 8. Armed Forces Income    | All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section). |

### What is Not Considered Income

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

| Sources Not Considered Income       | <b>Statement from HUD 24 CFR 5.609 paragraph (c) (March 8, 2016)</b>  |
|-------------------------------------|---|
| 1. Income of Children               | Income from employment of children (including foster children) under the age of 18 years.   |
| 2. Foster Care Payments             | Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).   |
| 3. Inheritance and Insurance Income | Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property .   |
| 4. Medical Expense Reimbursements   | Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.   |
| 5. Income of Live-in Aides          | Income of a live-in aide (as defined in 24 CFR 5.403).  |
| 6. Student Financial Aid            | The full amount of student financial assistance paid directly to the student or to the educational institution.   |
| 7. Armed Forces Hostile Fire Pay    | The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.  |
| 8. Self-Sufficiency Program Income  | <p>Amounts received under training programs funded by HUD.</p> <p>Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).</p> <p>Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.</p> <p>Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for</p> |

| <b>Sources Not Considered Income</b> | <b>Statement from HUD 24 CFR 5.609 paragraph (c) (March 8, 2016)</b>   |
|--------------------------------------|--|
|                                      | <p>performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.</p> <p>Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.</p> |
| 9. Gifts                             | Temporary, nonrecurring, or sporadic income (including gifts).   |
| 10. Reparations                      | Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.  |
| 11. Income from Full-time Students   | Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).  |
| 12. Adoption Assistance Payments     | Adoption assistance payments in excess of \$480 per adopted child.   |
| 13. Social Security & SSI Income     | Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.  |
| 14. Property Tax Refunds             | Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.  |
| 15. Home Care Assistance             | Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.   |
| 16. Other Federal Exclusions         | <p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <p>The value of the allotment made under the Food Stamp Act of 1977;</p> <p>Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster</p>  |

| Sources Not Considered Income | <b>Statement from HUD 24 CFR 5.609 paragraph (c) (March 8, 2016)</b>  |
|-------------------------------|---|
|                               | <p>Grandparents Program, youthful offender incarceration alternatives, senior companions);</p> <p>Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;</p> <p>Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs;</p> <p>Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);</p> <p>Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;</p> <p>The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;</p> <p>Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps);</p> <p>Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990;</p> <p>Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and</p> <p>Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.</p> |

## C. Required Documentation from Applicants

In order to fulfill the documentation requirements of the Program, all members of the applying household, eighteen (18) of age or over, must provide copies of the following documents with the application:

- Four (4) current and consecutive pay stubs for each household member who receives income from employment and is 18 years of age or over if applicable;

- A signed copy of regular IRS Form 1040, 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three (3) years prior to the date of interview or notarized tax waiver letter for respective tax year(s);
- Social Security, Disability and SSI Benefit Statements or Pension Benefits statement if applicable;
- Social Security Cards for each household member;
- A letter or appropriate reporting form verifying any other sources of income claimed such as alimony and child support. This includes separation agreement or divorce papers signed by the presiding judge;
- Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing trust funds, money market accounts, certificate of deposit, stocks or bonds. Examples include copies of all interest and dividend statements for savings accounts, checking accounts, and investments;
- Evidence or reports that verify assets such as real estate or businesses owned by any household member;
- If the applicant is a widow or widower, copy of the spouse's Death Certificate should be included;
- Signed Eligibility Release form, signed Inspection Acknowledgment and signed Financial Privacy Act Notice.

In addition to the above documents to establish income eligibility, the applicant household must also provide documentation on the home:

- Documentation of most current property tax assessment;
- Recorded deed to the property to be assisted;
- Current statement of property taxes;
- Current mortgage statement; and
- Copy of current homeowner's insurance declarations page (not the policy or receipt).

## IV. Work Write-up, Contractor Selection, Bidding & Awarding Bids

Property inspections will be performed by the Township of West Windsor Staff and/or contracted inspector(s). In consultation with the homeowner, the estimator/inspector(s) will perform detailed inspections of the property, outlining deficiencies and the method to correct deficiencies through the form of a Work Write-Up with detailed specifications. Based on the Work Write-Ups, Cost Estimates will be prepared for use by the Program and the homeowner in selecting the work to be undertaken and the contractor(s) to do the work. The Program will employ the services of a certified lead-based paint risk assessor for properties built before 1978 to perform assessments according to HUD guidelines.

## A. Eligible contractors

The Township, on behalf of the property owners, will solicit bids from eligible rehabilitation contractors on the approved Program Contractor List. To be placed on the approved Program Contractor List, a contractor must:

- Complete a Program Contractor application;
- Provide three (3) professional references;
- Furnish evidence of a valid current insurance policy that protects the property owner for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the work performed by the contractor;
- Carry or require that there be carried full and complete Workmen's Compensation Insurance for all of his employees and those of his sub-contractors engaged in the work. All insurance certificates must be provided to the Program before any awards are given; and
- Have a valid State of New Jersey Business Registration Certificate and Home Improvement Contractor's registration and any other relevant documentation requested by the Program.

Additionally, to be eligible to bid on work in houses that were constructed prior to 1978, the contractor must also provide evidence of the necessary lead hazard training as required by HUD and the U.S. Environmental Protection Agency.

Program staff will verify all applying contractors are not on the State debarred contractor list. The contractor must also comply with other regulations established by the Township of West Windsor and State of New Jersey.

## B. Bid openings and Contractor Selection

The Township will receive bids prior to a date and time specified for a bid opening. The bid opening will be open to the public. Completed Bid Packages may be submitted via fax, via email, hand delivered, or mailed to the Township as instructed in the Bid Instructions issued to all contractors.

Bid prices must include all permits, licenses, labor, materials, fixtures and equipment necessary for the satisfactory completion of the rehabilitation of the property identified in the Work Write-up. Normally, bids will be requested in blocks of 3 to 5 properties so that contractors will have reasonable workloads and greater opportunity to submit more cost-effective proposals.

Program staff will review the proposals and provide the property owner with a list of contractors who have submitted eligible bids for the work. Eligible bids will be those that:

- Satisfy the specifications of the Work Write-Up;
- Have no math errors;
- Have been submitted by a previously-approved Program Contractor; and
- Are no more than 10% above or 20% below the Program Cost Estimator's final cost estimate for the work, unless an exception has been recommended by the Cost Estimator and approved by the Program.

The property owner will then select a contractor from the list of eligible bids. Generally, the lowest-responsible bid will be accepted and be nominated for award. If the property owner selects a contractor other than the contractor who submitted the lowest eligible bid, the property owner will provide, prior to the start of work, the difference between the lowest eligible bid and the selected bid. The amount provided by the property owner will be placed in escrow with the Program.

The homeowner will be required to execute the contract documents with the selected Contractor. (**See Section V Loan Closings and Construction Agreements**).

## C. Contractor Performance

**Timeliness and quality of work:** It is expected that contractors will complete all work within the time period specified in their contract with the property owner and provide work that, at a minimum, meets the Program's work-writeup. The time allowed for completion of work will be established by Program staff prior to the start of construction and will be based on the amount and complexity of the work to be done.

**Probationary period:** Contractors who have not had prior working experience with the Township will not be awarded more than one rehabilitation contract until one property is complete and satisfactory. At such time that a track record has been established that demonstrates work in a timely, professional and workmanlike manner, the contractor's probationary period will be over and a larger scope of work may be awarded. Contractors who have a favorable performance record with the Township may be awarded up to three projects from one bid opening, based on work schedule and potential to complete the projects in a timely manner.

**Contractor disqualification:** It should be noted that contractors that receive poor references from program staff, homeowners, businesses or other government agencies, may be kept from participating in the program or placed or replaced on probationary status. Other factors that will be considered in determining eligibility and continued program participation are:

- Failure to make payments to sub-contractors;
- Debarment from any government program;
- Failure to complete punch lists or respond to reasonable homeowner complaints as determined by the Program staff;
- The use of alcohol or drugs during the course of work by the contractor or any sub-contractor or anyone in the employ of a contractor or sub-contractor;
- Reports of theft, malicious damage or burglary to any property while participating in the Residential Rehab Program;
- Indictment of any criminal offense;
- Failure to comply with the laws and ordinances of the municipality;
- Continued failure to obtain permits before the start of work;
- Abusive and vulgar language and behavior during the course of work; or
- Threats or harassment made to any person during the course of work.

In the event that a contractor, sub-contractor or employee of such violates any of the provisions of this section, the Program may disqualify the contractor or sub-contractor from future participation in the Program.

**Replacement contractor:** If a situation arises where a rehabilitation project has been begun and the contractor must be removed from, or refuses to complete a project, the work write-up will be revised to describe the balance of work needed on the hope and will be put out to bid. Should the replacement contractor's cost to complete the rehabilitation be higher than that of the original contractor, the original contractor will be responsible for the difference. That cost will not be passed along to the homeowner.

## V. Loan Closings and Construction Agreements

Loan Closings will be conducted at the Township of West Windsor offices and attended by the Program staff, the Homeowner and Contractor. Prior to the Loan Closing, the Homeowner will be provided with copies of the Construction Agreement, Mortgage and Mortgage Note for review.

### A. Mortgage & Mortgage Note

The Program Administrator will start the Loan Closing by reviewing the rules outlined in the Mortgage and Mortgage Note with the Homeowner to help insure their understanding. The Homeowner will then be asked to sign the documents and the Notice of Right of Rescission. A signed copy of each of these documents will be left with the homeowner and the originals will be filed in the Homeowner's Program Case File.

### B. Construction Agreement

All cases will have an executed Construction Agreement between the Contractor and Homeowner. The Program Administrator will ask both parties to review and execute the Construction Agreement at the Loan Closing after the Mortgage and Note have been signed. The Contractor will be requested to list Subcontractors to be engaged for the project. The Construction Agreement includes a variety of protections for both the Homeowner and Contractor, including, but not limited to:

- Dates by which the Contractor must begin and have completed the scope of work;
- Payment procedures;
- End of Work Day requirements and provisions; and
- The complete work specifications issued in the bid package and bid from the Contractor.

Both the Homeowner and Contractor will be left with a signed copy of the Construction Agreement. Once signed, the Inspector will encourage the Contractor to discuss the scheduling of the job. If the specifications allow for the homeowner's choice on any items in the scope (i.e., roof shingle colors), the Inspector will review those items with both to facilitate dialog and decision-making.

On the 4<sup>th</sup> business day after the loan closing (after the Right to Rescind period has expired), the Program will issue to the Contractor a written Notice to Proceed.

### C. Inspections

Inspections are conducted at various points in a home's rehabilitation. Five (5) types of inspections will be completed during the course of any project:

**Comprehensive Inspections** are completed to assess the rehabilitation needs of every home. All major systems of a home are evaluated during the comprehensive inspection. A checklist of all major home components is used in order to ensure that every aspect of the home is evaluated during the comprehensive inspection.

**Lead Risk Assessments** will be conducted at the time of the Comprehensive Inspection in homes built prior to 1978 to identify any lead-painted surfaces that are hazardous to the occupants of the household.

**Progress/Payment Inspections** are performed during the construction process to assess the contractor's level of completion and to ensure their strict adherence to the home's work write-up and specifications. A home will receive one or more Progress/Payment Inspections. Payments for rehabilitation work will not be made without an inspection that physically verifies the satisfactory completion of all work.

**Permit Inspections.** Permit inspections are completed by the Township's construction code officials in order to ensure building code compliance with any work items that required a Township construction permit.

**Final Inspections** are done after any necessary permit inspections have been completed with a satisfactory result. Final Inspections are done to certify the completion of the construction phase and the completion of all contracted work items.

Unless otherwise noted, all inspections are completed by West Windsor Township staff.

## D. Lead Based Paint Provisions

All Program-assisted homes constructed prior to 1978 will be inspected by a Lead Risk Assessor to determine if any lead paint hazards exist in the home. While the funding source for the Program does not mandate compliance with any State or Federal regulations regarding lead-based paint, the Township has opted to include lead hazard reduction provisions to the Program. In homes built prior to 1978, a lead risk assessment will be performed to identify any lead-painted surfaces that are deteriorated, creating dust or otherwise causing a lead hazard in the home. The cost to address identified lead hazards will be included in work write-up and be considered eligible uses of Program funds.

At the appropriate time, the Program will provide the homeowner with copies of the following:

- Lead Hazard Information Pamphlet;
- Property Owner Disclosure (distributed to owners of a unit known to contain lead-based paint or lead-based paint hazards for disclosure to tenants or prospective purchasers);
- Notice of Lead Hazard Evaluation or Presumption; and
- Notice of Lead Hazard Reduction Activity including Clearance.

Both Notices of Lead Hazard Evaluation and Lead Hazard Reduction will be provided to the occupants within 15 calendar days of the date the Program receives the evaluation report or the date the lead hazard reduction work is completed. A lead hazard evaluation will consist of one or more of the following:

- Visual Assessment performed by a Program Inspector; and
- Paint Testing performed by a Certified Lead Risk Assessment.

The lead hazard reduction will always include safe work practices and clearance and will also include paint stabilization or interim controls.

Prior to the rehabilitation and lead based paint hazard work going out to bid, the Program will determine the type of contractor needed to complete the work required. The Program staff, homeowner and contractor(s) awarded the job will review the key aspects of the lead hazard reduction during the pre-construction conference.

The awarded contractor(s) will comply with Lead Safe Work Practices at all times which includes but is not limited to:

- Occupant protection;
- Work site preparation;
- Daily cleanup;
- Safe work practices; and
- Worker protection.

Occupants will be notified of any lead-hazard reduction measures that were taken. Subsequent to the program's final inspection, the Lead-based Paint Inspector will conduct a clearance examination including dust samples to confirm the unit is safe for occupancy and that lead hazard reduction was performed according to the Program's work specifications.

## E. Permits & Permit Inspections

As outlined in the General Conditions of the Bid Package, Contractors are responsible for obtaining, paying for and scheduling the inspection of all necessary permits on a job. No final payments will be eligible for processing until copies of all closed permits have been submitted by the Contractor to the Program.

## F. Contractor Payment

Contractors can only be paid for work that has been completed. No "upfront" payments will be made by the Program to a Contractor. Upon contract signing, the Township will prepare a Township Requisition which will authorize the preparation of a Purchase Order for the project. Contractors will be requested to sign the Purchase Order and return to the Township.

For all payments, checks will be made payable directly to the contractor. Final payment will be made following a Letter of Completion from the Program. The Letter of Completion will be issued when:

- All Write-Up work has been completed according to Program Rehabilitation Standards, as verified by Program rehab staff;
- The property owner has signed a form stating that he/she is satisfied with the work OR the Director determines that the owner's refusal to sign a completion form is not warranted;
- Lead hazard clearances, if any, have been received;
- Copies of all warranties have been received by the property owner and the Program.

## G. Resolution of Disputes

Should any dispute arise regarding the true meaning of the Work Write-Up, or should any dispute arise regarding the true value of the extra work or of the work omitted, or of improper workmanship or materials, or of any loss sustained by the Homeowner, the Homeowner may request a hearing before the Township. Such request must be made in writing to the Program Administrator and shall state the nature of the dispute. All parties to the dispute shall be notified in writing of the date and location of the hearing. An arbitration committee, consisting of three members shall convene and the final decision rests with the arbitration committee, with no further recourse on the part of the property owner.

# VI. MAINTENANCE OF RECORDS

## A. Files to be Maintained on Every Applicant

The program staff will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form;
- Income Verification; and
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility.

## B. Files to be Maintained on Approved Applicants

- Housing Inspection Report;
- Photographs – Before;
- Certification of Property Eligibility or Determination of Ineligibility;
- Proof of Homeowners Insurance;
- Copy of Deed to Property;
- Work Write-Up/Cost Estimate;
- Copies of Bids;
- Applicant/Contractor Contract Agreement;
- Recorded Mortgage/Lien Documents;
- Copies of All Required Permits;
- Contractor Requests for Progress Payments;
- Progress Payment Inspection Reports;
- Progress Payment Vouchers;
- Change Orders (if needed);
- Final Inspection Report;
- Photographs – After; and
- Certification of Completion.

## C. Rehabilitation Log

A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

## D. Monitoring

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

- Head of Household Name;
- Household Size;
- Street Address;
- Block/Lot/Unit Number;
- Income Category: Moderate/Low/Extremely Low;
- Final Inspection Date;
- Homeowner's Contribution to Hard Costs (if any);
- Funds Recaptured;
- Major Systems Repaired;
- Unit Below Code & Raised to Code;
- Effective Date of Affordability Controls;
- Length of Affordability Controls;
- Date Affordability Controls Removed; and
- Reason for Removal of Affordability Controls.

# VII. Project Certification / Appeals

## A. Certification of Standard

At the conclusion of the rehabilitation process, it is mandatory that all homes assisted by the Program are both eligible for and receive a Certificate of Standard (also known as a Certificate of Acceptance). This document certifies that all of the unit's major systems are in good working order and that no violations of the BOCA rehabilitation code; UCC and HQS or the Township's property maintenance code exist. The Certification of Standard will be completed by the Township's Building Department.

## B. Illegal Improvements Found During Inspections

If potentially illegal improvements are found by the Program such as potentially illegal basement apartments or bedrooms, the situation is to be brought to the attention of the Program Administrator. The Program Administrator should then advise Township enforcement personnel, such as zoning and housing inspectors. In the event illegal conversions are found, the case will be immediately placed on hold until such time as the homeowner has fully complied with all zoning and building code violations that were violated by the illegal conversion.

## C. Appeals

Appeals from all Program determinations shall be made in writing to the Municipal Housing Liaison, Township of West Windsor. A written decision from the Municipal Housing Liaison shall be made within 15 days of receipt of appeal and shall serve as the final decision on the appeal.

**Appendix 6:**  
**Resolutions Approving and Endorsing HE&FSP and Land**  
**Use Element Amendments**

RESOLUTION

- WHEREAS, on July 7, 2015, the Township filed a declaratory judgment action seeking a declaration that it has satisfied its constitutional fair share obligation under the *Mt. Laurel* doctrine and Fair Housing Act and an order immunizing it from builder's remedy suits; and
- WHEREAS, the Hon. Mary C. Jacobson, A.J.S.C. entered orders granting such immunity for specified periods; and
- WHEREAS, in March 2018, Judge Jacobson issued an Opinion and entered an Order establishing the Township's Prior Round Obligation at 899, consistent with Prior Round judgments, a New Construction Obligation at 1,500, and a Rehabilitation Obligation at 132; and
- WHEREAS, on October 10, 2018 Township Council approved a Settlement Agreement between Fair Share Housing Center, an intervenor in the declaratory judgment action, and the Township establishing the Prior Round and New Construction Obligations at 899 and 1,500 and the Rehabilitation Obligation at 30, later reduced to 27 by virtue of an October 30, 2018 amendment to the Settlement Agreement; and
- WHEREAS, on November 27 and November 28, 2018, Judge Jacobson conducted a fairness hearing on the Settlement Agreement; and
- WHEREAS, on December 3, 2018 Judge Jacobson rendered a decision from the bench, with reasons spread upon the record, approving the Settlement Agreement; and
- WHEREAS, on January 10, 2019 Judge Jacobson entered an Order Approving the Settlement Agreement; and
- WHEREAS, such Order requires the adoption of implementing ordinances within 90 days of the date of its entry and adoption of the Housing Element and Fair Share Plan satisfying a number of conditions set forth in the Order; and
- WHEREAS, the Order also continued the Township's immunity from builder's remedy suits until entry of a final judgment of compliance and repose, which will contain a provision extending the grant of immunity, or until the court terminates the grant; and
- WHEREAS, a Master Plan hearing on the Housing Element and Fair Share Plan was duly noticed and held on February 27, 2019; and

WHEREAS, the Housing Element and Fair Share Plan that was the subject of the February 27, 2019 Master Plan hearing was adopted by the West Windsor Planning Board at such hearing; and

WHEREAS, the Housing Element and Fair Share Plan is in conformance with the Settlement Agreement and the Order Approving the Settlement Agreement; and

WHEREAS, it is in the best interest of the Township for the Township Council to endorse such Housing Element and Fair Share Plan.

NOW, THEREFORE, BE IT RESOLVED on this 27<sup>th</sup> day of February 2019 that the Housing Element and Fair Share Plan is endorsed by the West Windsor Township Council.

Adopted: February 27, 2019

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 27th day of February, 2019.

Gay M. Huber  
\_\_\_\_\_  
Gay M. Huber  
Township Clerk  
West Windsor Township

RESOLUTION

WHEREAS, on July 7, 2015, the Township filed a declaratory judgment action seeking a declaration that it has satisfied its constitutional fair share obligation under the *Mt. Laurel* doctrine and Fair Housing Act and an order immunizing it from builder's remedy suits; and

WHEREAS, the Hon. Mary C. Jacobson, A.J.S.C. entered orders granting such immunity for specified periods; and

WHEREAS, in March 2018, Judge Jacobson issued an Opinion and entered an Order establishing the Township's Prior Round Obligation at 899, consistent with Prior Round judgments, a New Construction Obligation at 1,500, and a Rehabilitation Obligation at 132; and

WHEREAS, on October 10, 2018 Township Council approved a Settlement Agreement between Fair Share Housing Center, an intervenor in the declaratory judgment action, and the Township establishing the Prior Round and New Construction Obligations at 899 and 1,500 and the Rehabilitation Obligation at 30, later reduced to 27 by virtue of an October 30, 2019 amendment to the Settlement Agreement; and

WHEREAS, on November 27 and November 28, 2018, Judge Jacobson conducted a fairness hearing on the Settlement Agreement; and

WHEREAS, on December 3, 2018 Judge Jacobson rendered a decision from the bench, with reasons spread upon the record, approving the Settlement Agreement; and

WHEREAS, on January 10, 2019 Judge Jacobson entered an Order Approving Settlement Agreement; and

WHEREAS, such Order requires the adoption of implementing ordinances within 90 days of the date of its entry and adoption of a Housing Element and Fair Share Plan satisfying a number of conditions set forth in the Order; and

WHEREAS, the Order also continued the Township's immunity from builder's remedy suits until entry of a final judgment of compliance and repose, which will contain a provision extending the grant of immunity, or until the court terminates the grant.; and

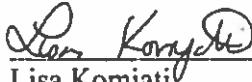
WHEREAS, a Master Plan hearing on the Housing Element and Fair Share Plan as well as corresponding Land Use Element amendments was duly noticed and held on February 27, 2019; and

WHEREAS, the amendments to the Land Use Element of the West Windsor Township Master Plan properly incorporate into the Land Use Element the land use provisions in the Housing Element and Fair Share Plan.

NOW, THEREFORE, BE IT RESOLVED on this 27<sup>th</sup> day of February 2019 that the amendments to the Land Use Element of the West Windsor Master Plan is adopted by the West Windsor Township Planning Board.

ADOPTED:

I hereby certify that the above resolution was adopted by the West Windsor Township Planning Board at its meeting held on the 27th day of February, 2019.

  
\_\_\_\_\_  
Lisa Komjati  
Secretary  
West Windsor Township Planning Board

RESOLUTION

WHEREAS, on July 7, 2015, the Township filed a declaratory judgment action seeking a declaration that it has satisfied its constitutional fair share obligation under the *Mt. Laurel* doctrine and Fair Housing Act and an order immunizing it from builder's remedy suits; and

WHEREAS, the Hon. Mary C. Jacobson, A.J.S.C. entered orders granting such immunity for specified periods; and

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WHEREAS, on October 10, 2018 Township Council approved a Settlement Agreement between Fair Share Housing Center, an intervenor in the declaratory judgment action, and the Township establishing the Prior Round and New Construction Obligations at 899 and 1,500 and the Rehabilitation Obligation at 30, later reduced to 27 by virtue of an October 30, 2019 amendment to the Settlement Agreement; and

WHEREAS, on November 27 and November 28, 2018, Judge Jacobson conducted a fairness hearing on the Settlement Agreement; and

WHEREAS, on December 3, 2018 Judge Jacobson rendered a decision from the bench, with reasons spread upon the record, approving the Settlement Agreement; and

WHEREAS, on January 10, 2019 Judge Jacobson entered an Order Approving Settlement Agreement; and

WHEREAS, such Order requires the adoption of implementing ordinances within 90 days of the date of its entry and adoption of a Housing Element and Fair Share Plan satisfying a number of conditions set forth in the Order; and

WHEREAS, the Order also continued the Township's immunity from builder's remedy suits until entry of a final judgment of compliance and repose, which will contain a provision extending the grant of immunity, or until the court terminates the grant.; and

WHEREAS, a Master Plan hearing on the Housing Element and Fair Share Plan as well as corresponding Land Use Element amendments was duly noticed and held on February 27, 2019; and

WHEREAS, the Housing Element and Fair Share Plan that was the subject of the February 27, 2019 Master Plan hearing is in conformance with the Settlement Agreement and the Order Approving Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED on this 27<sup>th</sup> day of February 2019 that the Housing Element and Fair Share Plan is adopted by the West Windsor Township Planning Board.

ADOPTED:

I hereby certify that the above resolution was adopted by the West Windsor Township Planning Board at its meeting held on the 27th day of February, 2019.

  
\_\_\_\_\_  
Lisa Komjati  
Secretary  
West Windsor Township Planning Board

**Appendix 7:**  
**Intent to Bond Resolution**

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST WINDSOR,  
NEW JERSEY OF INTENT TO FUND SPENDING PLAN SHORTFALL

WHEREAS, pursuant to the substantive regulations of the New Jersey Council on Affordable Housing (COAH), certain portions of the Township's Third Round Housing Plan Element and Fair Share Plan as adopted by the West Windsor Township Planning Board on February 27, 2019 and endorsed by the Township Council on February 27, 2019, to wit, the rehabilitation and special needs programs and HomeFront/Haven House, may require a financial commitment by the Township; and

WHEREAS, pursuant to COAH regulations, the Township must resolve to address any shortfall in the funding of the programs set forth above, including its willingness to incur bonded indebtedness, if necessary, to provide the funds required for the timely implementation of the aforesaid Fair Share Plan mechanisms.

NOW, THEREFORE, BE IT RESOLVED by the West Windsor Township Council that, to the degree that the funds required for the implementation of the aforesaid mechanisms are not available at the time they are needed from all available affordable housing funding sources, the Township will provide the funding needed to cover any shortfall through appropriations in the Township's annual budget, bonding, or any other legal means, with the understanding that any future affordable housing funding that becomes available may be used to reimburse the Township for the costs incurred.

Adopted: April 15, 2019

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 15<sup>th</sup> day of April 2019.

Gay M. Huber

Gay M. Huber  
Township Clerk  
West Windsor Township

**Appendix 8:**  
**Resolution Extending Controls for 14 Windsor Haven Units**  
**& Declaration for Recording**

RESOLUTION EXTENDING AFFORDABILITY CONTROLS PERIODS FOR 14 WINDSOR HAVEN AFFORDABLE UNITS AND AUTHORIZING RECORDING OF INSTRUMENT WITH RESPECT THERETO

WHEREAS, West Windsor Township entered into a Settlement Agreement with Fair Share Housing Center settling a certain declaratory judgment action brought by the Township styled In the Matter of West Windsor Township, County of Mercer, Docket No. MER-L-1561-15; and

WHEREAS, Declarations of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property or Deed To State Regulated Property Subject to Restrictive Covenant Limiting Conveyance and Mortgage Debt ("Deed Restrictions") have been recorded extending the affordability control period for the following 14 dwelling units in the Windsor Haven development:

31 Ketley Place: Units 3, 8, 10, 12, and 15  
104 Wenlock Court: Units 2, 3, 6, 8, 13,15,17,18, and 20; and

WHEREAS, the Declaration with Respect to Deeds; Declarations of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property attached hereto specifies that, as to these 14 dwelling units, the affordability controls period continues for thirty years from the end date of the initial control period and thereafter until terminated by the municipality; and

WHEREAS, it is in the best interest of the Township of West Windsor to affirm that it will not exercise its right under the existing recorded Deed Restrictions to terminate such Deed Restrictions during the periods aforesaid.

NOW, THEREFORE, BE IT RESOLVED by the Council of West Windsor, in the County of Mercer and State of New Jersey, that:

1. The Township of West Windsor will not terminate the Deed Restrictions in accordance with the authority given it by the recorded Deed Restrictions until at least thirty years from the end date of the initial control period for the 14 dwelling units identified in the second "Whereas" clause hereof; and
2. The Affordable Housing Attorney is hereby authorized and directed to record the Declaration attached hereto.

Adopted: April 15, 2019

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 15<sup>th</sup> day of April 2019.

Gay M. Huber  
Gay M. Huber  
Township Clerk  
West Windsor Township

DECLARATION WITH RESPECT TO DEED OR DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS IMPLEMENTING AFFORDABLE HOUSING  
CONTROLS ON STATE REGULATED PROPERTY

WHEREAS, this Declaration is hereby made with respect to 14 instruments, each entitled a Deed or Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property ("the Deed Restrictions"), recorded in the Mercer County Clerk's Office at:

- (1) Book 6161, Pg. 305. [Ketley 3]
- (2) Book 6362, Pg. 386. [Ketley 8]
- (3) Book 6215, Pg. 1385. [Ketley 10]
- (4) Book 6146, Pg. 1860. [Ketley 12]
- (5) Book 05347, Pg. 0035. [Ketley 15]
- (6) Book 6204, Pg. 1056. [Wenlock 2]
- (7) Book 6308, Pg. 1485 and Book 6085, Pg. 843. [Wenlock 3]
- (8) Book 6092, Pg. 247. [Wenlock 6]
- (9) Book 5191, Pg. 278. [Wenlock 8]
- (10) Book 5218, Pg. 232. [Wenlock 13]
- (11) Book 6338, Pg. 963. [Wenlock 15]
- (12) Book 6103, Pg. 568. [Wenlock 17]
- (13) Book 6045, Pg. 684. [Wenlock 18]
- (14) Book 6285, Pg. 778. [Wenlock 20]

1. The Properties to which certain Deed Restrictions are subject are set forth in Schedules 1 through 14 attached hereto.

2. Such Deed Restrictions provide that the sale and use of the Properties will be governed by the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1, et seq.* ("the Regulations"). They further provide that the Control Period, as defined therein, during which the affordability controls set forth in such Deed Restrictions remain in effect will terminate upon the expiration of the Control Period as provided in the Regulations.

3. The Regulations provide that the Control Period shall terminate upon the termination of them by the municipality, but that they must remain in effect for at least 30 years.

4. Such Deed Restrictions provide that the affordable units that are the subject of the instruments be subject to a 30-year Control Period, running from a specified commencement date.

5. Such Deed Restrictions set forth detailed provisions with respect to the authority of the Township of West Windsor, through its Administrative Agent, to implement the affordability controls so as to ensure that the units that is the subject of the Deed Restrictions remain affordable.

6. The 30-year periods specified in such Deed Restrictions, in accordance with the Uniform Housing Affordability Controls, are the minimum 30-year period. In accordance with the Resolution attached hereto, the Control Period continues for 30 additional years from the end of the initial Control Period specified in each Deed Restriction or its predecessor Deed Restriction, which is 30 years from the date set forth therein, and thereafter until terminated by the municipality.

7. By the Resolution attached hereto, the Township Council of the Township of West Windsor has determined and affirmed that it will not release the affordability controls until at least thirty years from the date of the extended control period set forth in each schedule attached hereto.

Signed on behalf of the Township of West Windsor on the 15 day of April, 2019.

ATTEST:

West Windsor Township

Gay M. Huber  
\_\_\_\_\_  
Gay M. Huber

By: Hemant Marathe  
\_\_\_\_\_  
Hemant Marathe, Mayor

STATE OF NEW JERSEY      )  
                                )  
                                ) SS:  
COUNTY OF MERCER      )

I CERTIFY that on this 16<sup>th</sup> day of April 2019, before me, the subscriber, personally appeared Hemant Marathe, who I am satisfied is the person who executed the foregoing instrument as Mayor of West Windsor Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of West Windsor Township.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Allison D. Sheehan  
Notary Public  
My Commission Expires

ALLISON D. SHEEHAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/10/2023

## SCHEDULE 1

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 6161, Pg. 305.
2. Property address: 31 Ketley Place, Unit 3, West Windsor, NJ 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.13C1003.
4. Last owner of record: Robert G. Wrazen.
5. One-bedroom low income unit.
6. Initial control period expiration: March 30, 2020.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: March 30, 2050.

## SCHEDULE 2

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 6362, Pg. 386.
2. Property address: 31 Ketley Place, Unit 8, West Windsor, NJ 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.23C-2008.
4. Last owner of record: Lauren Witrock.
5. One-bedroom moderate income unit.
6. Initial control period expiration: May 20, 2020.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: May 20, 2050.

## SCHEDULE 3

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 6215, Pg. 1385.
2. Property address: 31 Ketley Place, Unit 10, West Windsor, New Jersey 08550.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.25C2010.
4. Last owner of record: Melissa Free.
5. Two-bedroom moderate income unit.
6. Initial control period expiration: September 30, 2021.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: September 30, 2051.

## SCHEDULE 4

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 6146, Pg. 1860.
2. Property address: 31 Ketley Place, Unit 12, West Windsor, New Jersey.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.33C2012.
4. Last owner of record: Andrey Prokoshin.
5. One-bedroom low income unit.
6. Initial control period expiration: March 29, 2020.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: March 29, 2050.

## SCHEDULE 5

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 05347, Pg. 0035.
2. Property address: 31 Ketley Place, Unit 15, West Windsor, New Jersey.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.36C2015.
4. Last owner of record: Alexandra Popescu.
5. Two-bedroom moderate income unit.
6. Initial control period expiration: May 31, 2020.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: May 31, 2050.

## SCHEDULE 6

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 6204, Pg. 1056.
2. Property address: 104 Wenlock Court, Unit 2, West Windsor, New Jersey 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.12C1002.
4. Last owner of record: Hany Sadala.
5. Three-bedroom low income unit.
6. Initial control period expiration: September 21, 2020.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: September 21, 2050.

## SCHEDULE 7

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 6085, Pg. 842 and Deed To State Regulated Property Subject to Restrictive Covenant Limiting Conveyance and Mortgage Debt recorded at Book 6308, Pg. 1484.
2. Property address: 104 Wenlock Court, Unit 3, West Windsor, New Jersey 08550.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.13C1003.
4. Last owners of record: Merry Martin.
5. One-bedroom low income unit.
6. Initial control period expiration: March 29, 2021.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: March 29, 2051.

## SCHEDULE 8

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 6092, Pg. 247.
2. Property address: 104 Wenlock Court, Unit 6, West Windsor, New Jersey 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.16C1006.
4. Last owner of record: Glenn I. Garland, Jr.
5. Two-bedroom moderate income unit.
6. Initial control period expiration: March 28, 2021.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: March 28, 2051.

## SCHEDULE 9

1. Deed To State Regulated Property Subject to Restrictive Covenant Limiting Conveyance and Mortgage Debt recorded at: Book 5191, Pg. 278.
2. Property address: 104 Wenlock Court, Unit 8, West Windsor, New Jersey 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.18C1008.
4. Last owner of record: Justine Rudolph.
5. Two-bedroom moderate income unit.
6. Initial control period expiration: September 27, 2021.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: September 27, 2051.

## SCHEDULE 10

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 5218, Pg. 232.
2. Property address: 104 Wenlock Court, Unit 13, West Windsor, New Jersey 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.25C2013.
4. Last owner of record: Simone Lawrence.
5. Two-bedroom moderate income unit.
6. Initial control period expiration: July 17, 2020.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: July 17, 2050.

## SCHEDULE 11

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 6338, Pg. 963.
2. Property address: 104 Wenlock Court, Unit 15, West Windsor, New Jersey.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.27C2015.
4. Last owner of record: Jyoti J. Patel.
5. Two-bedroom moderate income unit.
6. Initial control period expiration: October 26, 2020.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: October 26, 2050.

## SCHEDULE 12

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 6103, Pg. 568.
2. Property address: 104 Wenlock Court, Unit 17, West Windsor, New Jersey 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.31C3017.
4. Last owner of record: Gita Kalaria.
5. Two-bedroom low income unit.
6. Initial control period expiration: September 21, 2020.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: September 21, 2050.

## SCHEDULE 13

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 6045, Pg. 684.
2. Property address: 104 Wenlock Court, Unit 18, West Windsor, New Jersey 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.32C3018.
4. Last owner of record: Dan Gancev and Liliana Gancev.
5. Two-bedroom moderate income unit.
6. Initial control period expiration: September 26, 2020.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: September 26, 2050.

## SCHEDULE 14

1. Declaration of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls On State Regulated Property recorded at: Book 6285, Pg. 778.
2. Property address: 104 Wenlock Court, Unit 20, West Windsor, New Jersey 08550.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.34C3020.
4. Last owner of record: Jason E. Ruscil.
5. One-bedroom moderate income unit.
6. Initial control period expiration: September 19, 2020.
7. Extended control period date, after which West Windsor Township may terminate the affordability controls: September 19, 2050.

**Appendix 9:**  
**Resolution Extending Controls for 13 Windsor Haven Units**  
**& Amended Affordable Housing Agreement**

RESOLUTION EXTENDING AFFORDABILITY CONTROLS PERIODS FOR 13 WINDSOR HAVEN AFFORDABLE UNITS AND AUTHORIZING RECORDING OF INSTRUMENT WITH RESPECT THERETO

WHEREAS, West Windsor Township entered into a Settlement Agreement with Fair Share Housing Center settling a certain declaratory judgment action brought by the Township styled In the Matter of West Windsor Township, County of Mercer, Docket No. MER-L-1561-15; and

WHEREAS, the Settlement Agreement provides for the extension of the affordability controls on dwelling units in a development known as Windsor Haven; and

WHEREAS, an Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions has been recorded or executed and is being recorded for the following 13 dwelling units in the Windsor Haven development:

31 Ketley Place: Units 1, 6, 9, 11, and 13  
104 Wenlock Court: Units 1, 7, 9, 11, 12, 16, 19, and 21; and

WHEREAS, such Affordable Housing Agreements provide that the terms, restrictions, and covenants set forth in such Agreements, all governing the affordability controls on such units, may be extended by municipal resolution, which shall specify the extended time period by providing for a revised controls ending date, and that, if such resolution is adopted, an Amended Affordable Housing Agreement shall be recorded so providing; and

WHEREAS, the Amended Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions sets forth such extensions, to continue for a minimum period of 30 years from the end of the original control period and thereafter until released by West Windsor Township; and

WHEREAS, it would be in the best interest of West Windsor Township to establish the controls as aforesaid.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor, in the County of Mercer and State of New Jersey, that:

1. The control period for the 13 identified units are extended for a minimum of 30 years from the end date of the original control period and thereafter until terminated by the Township as more specifically set forth in the Amended Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions.

2. The Affordable Housing Attorney is hereby authorized and directed to record the Amended Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions attached hereto.

Adopted: April 15, 2019

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 15<sup>th</sup> day of April 2019.

Gay M. Huber  
Gay M. Huber  
Township Clerk  
West Windsor Township

**AMENDED AFFORDABLE HOUSING AGREEMENT; DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

WHEREAS, amendment is hereby made to thirteen instruments, each entitled Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions (the "Agreements"), (1) – (12) recorded in the Mercer County Clerk's Office as set forth below, and (13) being recorded:

- (1) Book 3094, Pg. 228 [Ketley 1]
- (2) Book 3826, Pg. 132 [Ketley 6]
- (3) Book 4402, Pg. 234 [Ketley 9]
- (4) Book 3594, Pg. 21 [Ketley 11]
- (5) Book 5098, Pg. 55 [Ketley 13]
- (6) Book 4054, Pg. 288 [Wenlock 1]
- (7) Book 3253, Pg. 100 [Wenlock 7]
- (8) Book 4390, Pg. 34 [Wenlock 9]
- (9) Book 5195, Pg. 52 [Wenlock 11]
- (10) Book 3692, Pg. 172 [Wenlock 12]
- (11) Book 4116, Pg. 238 [Wenlock 16]
- (12) Book 2964, Pg. 108 [Wenlock 19]
- (13) Book 3044, Pg. 211 (Deed) [Wenlock 21]

The Agreements were entered into between the Owners of the affordable units that are the subject of such Agreements and the New Jersey Department of Community Affairs, functioning as an instrumentality of Township of West Windsor, County of Mercer, State of New Jersey.

1. The properties to which certain deed restrictions are subject are set forth in Schedules 1 through 13 attached hereto.

2. Article III, Subsection B1 of the form of the Affordable Housing Agreement provides that the Control Period during which the affordability controls remains in effect is 30 years from the latter of the date a certificate of occupancy is issued or transfer of title takes place and thereafter until the first sale after 30 years from such date.

3. Article III, Section C of the Agreements further provides that the terms, restrictions and covenants of the Agreement may be extended by municipal resolution that specifies the extended time period by providing for a revised ending date.

4. On April 15, 2019, the West Windsor Township Council adopted the resolution attached hereto extending the time period during which the affordability controls will continue to remain in effect for an additional 30 years from the end date of the original control period and thereafter until terminated by the municipality.

Signed on behalf of the Township of West Windsor on this 16 day of April, 2019.

ATTEST:

West Windsor Township

Gay M. Huber  
Gay M. Huber

By: Hemant Marathe  
Hemant Marathe, Mayor

STATE OF NEW JERSEY      )  
                                ) SS:  
COUNTY OF MERCER      )

I CERTIFY that on this 16<sup>th</sup> day of April 2019, before me, the subscriber, personally appeared Hemant Marathe, who I am satisfied is the person who executed the foregoing instrument as Mayor of West Windsor Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of West Windsor Township.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Allison D. Sheehan  
Notary Public  
My Commission Expires

ALLISON D. SHEEHAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/10/2023

## SCHEDULE 1

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions recorded at: Book 3094, Pg. 228.
2. Property address: 31 Ketley Place, Unit 1, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.11C1001.
4. Last owner of record: Tonya Woodland-Myers.
5. Three-bedroom low income unit.
6. Initial control period expiration: March 30, 2020
7. Extended control period date after which West Windsor Township may terminate the affordability controls: March 30, 2050.

## SCHEDULE 2

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions recorded at: Book 3826, Pg. 132.
2. Property address: 31 Ketley Place, Unit 6, West Windsor, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.16C1006.
4. Last owner of record: Mary Jaroszewski.
5. Three-bedroom low income unit.
6. Initial control period expiration: November 20, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: November 20, 2050.

## SCHEDULE 3

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions recorded at: Book 4402, Pg. 234.
2. Property address: 31 Ketley Place, Unit 9, Princeton, New Jersey 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.24C1009.
4. Last owner of record: Patricia McLaughlin.
5. One-bedroom moderate income unit.
6. Initial control period expiration: July 31, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: July 31, 2050.

## SCHEDULE 4

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions recorded at: Book 3594, Pg. 21.
2. Property address: 31 Ketley Place, Unit 11, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9.02, Lot 131.26C2011.
4. Last owner of record: Charles A. Contrino and Carolyn T. Contrino
5. Two-bedroom low income unit.
6. Initial control period expiration: July 17, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: July 17, 2050.

## SCHEDULE 5

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions recorded at: Book 5098, Pg. 55.
2. Property address: 31 Ketley Place, Unit 13, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.4.
4. Last owner of record: Glen S. Zelnick.
5. One-bedroom low income unit.
6. Initial control period expiration: March 30, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: March 30, 2050.

## SCHEDULE 6

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions recorded at: Book 4054, Pg. 288.
2. Property address: 104 Wenlock Court, Unit 1, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.11C1001.
4. Last owner of record: Daniel Puica and Marieta Puica.
5. One-bedroom moderate income unit.
6. Initial control period expiration: December 19, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: December 19, 2050.

## SCHEDULE 7

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions recorded at: Book 3253, Pg. 100.
2. Property address: 401 Wenlock Court, Unit 7, West Windsor, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.17C1007.
4. Last owner of record: Kristine Orr.
5. Two-bedroom low income unit.
6. Initial control period expiration: December 19, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: December 19, 2050.

## SCHEDULE 8

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions recorded at: Book 4390, Pg. 34.
2. Property address: 104 Wenlock Court, Unit 9, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.21.
4. Last owner of record: Manish Anand.
5. Three-bedroom moderate income unit.
6. Initial control period expiration: September 30, 2021.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: September 30, 2051.

## SCHEDULE 9

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions recorded at: Book 5195, Pg. 52.
2. Property address: 104 Wenlock Court, Unit 11, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.23C2011.
4. Last owner of record: Cynthia Simms.
5. One-bedroom low income unit.
6. Initial control period expiration: March 21, 2021.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: March 21, 2051.

## **SCHEDULE 10**

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions recorded at: Book 3692, Pg. 172.
2. Property address: 104 Wenlock Court, Unit 12, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.24C2012.
4. Last owner of record: Carolyn McGrath.
5. One-bedroom low income unit.
6. Initial control period expiration: February 15, 2021.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: February 15, 2051.

## SCHEDULE 11

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions recorded at: Book 4116, Pg. 238.
2. Property address: 104 Wenlock Court, Unit 16, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.28C2016.
4. Last owner of record: Jesus B. Garcia and Carmen Garcia
5. Two-bedroom low income unit.
6. Initial control period expiration: January 31, 2021.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: January 31, 2051.

## SCHEDULE 12

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions at: Book 2964, Pg. 108.
2. Property address: 104 Wenlock Court, Unit 19, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.33C3019.
4. Last owner of record: Denise Marie Schwalb.
5. One-bedroom moderate income unit.
6. Initial control period expiration: September 18, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: September 18, 2050.

## SCHEDULE 13

1. Affordable Housing Agreement; A Declaration of Covenants, Conditions and Restrictions executed February 16, 1996, being recorded; Deed recorded at: Book 3044, Pg. 211.
2. Property address: 104 Wenlock Court, Unit 21, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.35C3021.
4. Last owner of record: Rick Hall.
5. Two-bedroom moderate income unit.
6. Initial control period expiration: November 9, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: November 9, 2050.

**Appendix 10:**  
**April 16, 2019 Cosgrove Letter**



April 16, 2019

VIA EMAIL

Jonathan Frieder  
West Windsor Duck Pond Associates LLC  
2300 Route 1 North  
North Brunswick, NJ 08902

**RE: WEST WINDSOR TOWNSHIP HOUSING ELEMENT AND FAIR SHARE PLAN  
GARDEN HOMES/DUCK POND DEVELOPMENT**

Dear Mr. Frieder:

As you requested, I have prepared this letter to provide additional information on the environmental constraints on the Garden Homes/Duck Pond Development site. As you know, this firm has been very involved in the evaluation and consulting on the environmental constraints associated with the property from a time in 2012 prior to the closing of title by your company and continuing through 2019. We have inspected the property multiple times and remain confident the property is highly suitable for development as an inclusionary affordable housing site.

Specifically, I was recently provided a copy of West Windsor Township's 2019 Housing Element and Fair Share Plan and found that a May 2018 figure prepared by Maser Consulting (Attachment A) is outdated and inaccurate. The Maser figure suggests that the majority of the site contains flood hazard area (FHA) and nearly the entire site contains freshwater wetlands. Below, I have addressed each of these issues.

**Flood Hazard Area**

As I testified at length during the fairness hearing held on this matter, a Stream Encroachment Permit (now called a Flood Hazard Area Control Act permit) was issued by the New Jersey Department of Environmental Protection (NJDEP) on November 13, 2007, and was due to expire on November 13, 2012 (Permit No. 113-02-0006.1 FHA 070001). However, the Permit Extension Act of 2008, last amended in 2015, extended the expiration date to June 30, 2015 since the previous land owner commenced bonded work pursuant to the Municipal Land Use Law prior to November 13, 2007 (for a then proposed hotel/commercial development). In accordance with the permit, the portion of the site slated for development was filled prior to the permit expiration on June 30, 2015. The work completed included construction of a stormwater management detention pond, retaining walls, and berms along the southern edge of the area proposed for development. Because of the work that has been completed, the regulated FHA is now actually much smaller than it used to be.

On April 9, 2019, T&M Associates completed a topographic spot elevation survey of the retaining walls and berms so that we could clearly define the FHA that remains on this site. Based on the FHA elevation determined by the Federal Emergency Management Agency (FEMA; 66.2 feet NAVD88) and the existing retaining walls, berms and basin spot elevation topography on the site as surveyed on April 9<sup>th</sup>, the area proposed for inclusionary housing is now outside of the FHA (see Attachment B; FHA identified in blue). The berms, retaining walls and the basin collectively

create a “dam” above elevation 66.2 feet through which the flood waters on the FHA side of the “dam” will not enter the proposed affordable housing development site.

Since the work that was the subject of the Stream Encroachment Permit has been completed and there remains no FHA on the area proposed for inclusionary housing, no further FHA permitting will be required to build the proposed apartments.

### **Freshwater Wetlands**

The Maser figure (Attachment A) utilized a publicly available wetlands GIS layer and arbitrarily added a 50-foot buffer. This NJDEP GIS layer is notoriously inaccurate, since it is not field verified, and should not be utilized when site-specific wetlands survey data is available. On this site, wetlands delineations were completed, and the former property owner received authorization from NJDEP for Freshwater Wetlands General Permit 6 (to fill 0.351 acres of wetlands), 10B (to fill 0.195 acres of wetlands), and a transition area waiver on February 28, 2008 (Permit No. 1113-02-0006.1 FWW 070001, 070002, and 070003), with an expiration date of February 27, 2013. All of the regulated activities subject to the wetlands permits were completed prior to February 27, 2013.

It is also important to note that an additional wetlands permit was issued by NJDEP for the Duck Pond Run Interceptor sewer project on January 4, 2002, and expired on January 4, 2007 (Permit No. 1113-96-0002.3). For this project, the permits allowed 0.07 acres wetlands to be filled. The interceptor sewer construction was completed in accordance with the permits by June 2002, and runs along the western property line of the proposed inclusionary development.

The area of the site actually containing wetlands was nearly entirely south of the area proposed for development, except for a few small wetland areas and transition areas that were approved to be filled and completed under the above-referenced NJDEP Freshwater Wetlands permits. There are no wetlands or transition areas remaining within the area proposed for inclusionary housing (see Attachment C; wetlands areas identified in dark green and transition areas identified in light green.)

According to an email from David Sumba of NJDEP’s Bureau of Coastal Land Use Compliance and Enforcement (June 13, 2013), the placement of fill would render the general permits executed, and any further work necessary to complete the project within the existing limit of disturbance approved by the permits would not require further NJDEP approval.

### **Conclusions**

Given the work that has occurred on the subject property in accordance with previously issued NJDEP permits and bonded and inspected by the Township of West Windsor, the entire area slated for development for inclusionary housing is unencumbered by flood hazard area and wetland constraints. NJDEP has confirmed that additional permitting will not be required to complete construction within the previously filled area. Based on our knowledge of the site conditions and understanding of the site constraints, we have no concerns whatsoever of this property’s suitability for development of inclusionary affordable housing.

If you have any questions related to this letter, please do not hesitate to contact me via telephone at 609-454-4550 or via email at [JCosgrove@Kleinfelder.com](mailto:JCosgrove@Kleinfelder.com).

Sincerely,



James F. Cosgrove, Jr., P.E.  
Vice President / Principal

Attachments

## Legend

- Parcels
- Garden Homes
- Water
- Wetlands w/ 50' Buffer
- Steep Slope (15% or Greater)
- FEMA Special Flood Hazard Area



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0 225 450  
Feet  
1 inch = 450 feet

**GARDEN HOMES**  
**BLOCK 8, LOT 8**  
**WEST WINDSOR TOWNSHIP**  
**MERCER COUNTY, NEW JERSEY**

Attachment A

**MASER**  
CONSULTING P.C.  
MAY 2018



|             |          |  |            |
|-------------|----------|--|------------|
| PROJECT NO. | 6393     | DUCK POND DEVELOPMENT<br>FLOOD HAZARD AREA | ATTACHMENT |
| DRAWN BY:   | ELD      |  |            |
| CHECKED BY: | JFC      |  |            |
| DATE:       | 04-15-19 | WEST WINDSOR, NJ                           |            |
| REVISED:    | ---      |  | B          |

