

**MEETING TO BE BROADCAST ON COMCAST CHANNEL 27
AND VERIZON CHANNELS 41 AND 42**

**AGENDA FOR THE REGULAR BUSINESS MEETING
OF THE COUNCIL OF WEST WINDSOR TOWNSHIP
271 CLARKSVILLE ROAD
TO THE EXTENT KNOWN**

June 11, 2018

The Business Session will begin promptly after the close of the adequately noticed
Closed Session

7:00 P.M.

1. Call to Order
2. Statement of Adequate Notice – January 5, 2018 to The Times and the Princeton Packet.
3. Salute to the Flag
4. Ceremonial Matters and/or Topic for Priority Consideration

**Acceptance of the Donation
from New Jersey American Water
to the West Windsor Police Benevolent Association 271**

5. Public Comment: (30 minutes comment period; 3-minute limit per person)
6. Administration Comments
7. Council Member Comments
8. Chair/Clerk Comments

9. Public Hearings

2018-15 BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF WEST WINDSOR, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$6,011,250.00 THEREFORE AND AUTHORIZING THE ISSUANCE OF \$5,725,000.00 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

2018-16 CAPITAL IMPROVEMENT ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS AND OTHER RELATED EXPENSES IN OR FOR THE TOWNSHIP OF WEST WINDSOR, COUNTY OF MERCER, STATE OF NEW JERSEY, APPROPRIATING THE AMOUNT OF \$535,000.00

2018-17 MODIFYING THE BULK AND USE STANDARDS OF THE RP-1 ZONING DISTRICT (BLOCK 6, LOTS 54, 55.01, 8, 76)

2018-18 AMENDING THE PRINCETON JUNCTION REDEVELOPMENT PLAN BY MODIFYING PROVISIONS PERTAINING TO THE RP-1 ZONING DISTRICT (BLOCK 6, LOTS 54, 55.01, 8, 76)

10. Consent Agenda

A. Resolutions

2018-R131 Refund of Overpaid Property Taxes

B. Minutes

April 23, 2018 – Business Session as amended

May 7, 2018 – Business Session as amended

May 7, 2018 – Closed Session as amended

C. Bills & Claims

11. Items Removed from Consent Agenda
12. Recommendations from Administration and Council/Clerk
 - 2018-R132** Authorizing the Full Release of Inspection Fees for Cellco Partnership (PB 01-12) - \$7,164.69
 - 2018-R133** Granting the Request for a Full Release of Performance Guarantees for Tyco Mgmt. LLC – Cafeteria & Walkway Project at 7 & 9 Roszel Road (PB10-06)
 - 2018-R134** Authorizing the Mayor and Clerk to Execute a Professional Services Agreement for Miscellaneous Engineering Services to Alaimo Group - \$475.00
 - 2018-R135** Authorizing the Mayor and Clerk to Execute Rights-of-Way Use Agreement with Cellco Partnership d/b/a Verizon Wireless
 - 2018-R136** Authorizing the Mayor and Clerk to Execute a Settlement/Redeveloper’s Agreement between West Windsor Township and Avalon Watch LLC.
 - 2018-R137** Renewal of the Alcoholic Beverage Licenses for the 2018 – 2019 Licensing Term
13. Introduction of Ordinances
14. Additional Public Comment (three-minute limit per person)
15. Council Reports/Discussion/New Business
16. Administration Updates
17. Closed Session (Room C if needed)
18. Adjournment

2018-15

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF WEST WINDSOR, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$6,011,250 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$5,725,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST WINDSOR, IN THE COUNTY OF MERCER, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of West Windsor, in the County of Mercer, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$6,011,250, and further including the aggregate sum of \$286,250 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby

authorized to be issued in the principal amount of \$5,725,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
A) ADMINISTRATION			
1) <u>Acquisition of Equipment - Office/Computer</u> Network, computer, printer and scanner replacement and/or upgrade, network backup hardware replacement and network server room uninterruptible power supply, including all related costs and expenditures incidental thereto.	\$181,650	\$173,000	5 years
2) <u>Municipal Facilities and Related Improvements</u> Improvements to the Municipal Administration Building, including all work and materials necessary therefor and incidental thereto.	\$25,200	\$24,000	15 years
3) <u>Municipal Facilities and Related Improvements</u> Improvements to the Post Office Building, including all work and materials necessary therefor and incidental thereto.	\$25,200	\$24,000	15 years
4) <u>Municipal Facilities and Related improvements</u> Security system upgrade and improvements at various municipal buildings, including all work and materials necessary therefor and incidental thereto.	\$7,035	\$6,700	15 years

<u>Purpose</u>	Appropriation and Estimated Cost	Estimated Maximum Amount of Bonds or Notes	Period of Usefulness
5) <u>Municipal Facilities and Related Improvements</u> Improvements to the Arts Council Building, including all work and materials necessary therefor and incidental thereto.	\$25,200	\$24,000	15 years
6) <u>Municipal Facilities and Related Improvements</u> Shelving for permanent documents for the Municipal Clerk Department, including all related costs and expenditures incidental thereto.	\$10,080	\$9,600	15 years
B) COMMUNITY DEVELOPMENT – CODE ENFORCEMENT			
1) <u>Acquisition of Equipment – Vehicular</u> Replacement of a four wheel drive vehicle, including all related costs and expenditures incidental thereto.	\$22,995	\$21,900	5 years
2) <u>Bicycle and Pedestrian Improvements</u> The Crosswalk Improvement Program and improvements to various sidewalks, all as shown on a list on file in the office of the Clerk, which list is hereby incorporated by reference, including all work and materials necessary therefor and incidental thereto.	\$121,065	\$115,300	10 years
3) <u>Drainage Improvements</u> Emergency road and drainage repairs, all as shown on a list on file in the office of the Clerk, which list is hereby incorporated by reference, including all work and materials necessary therefor and incidental thereto.	\$50,400	\$48,000	20 years
4) <u>Municipal Facilities and Related Improvements</u> Renovations to the Municipal Complex, including all work and materials necessary therefor and incidental thereto.	\$580,860	\$553,200	15 years
5) <u>Municipal Facilities and Related Improvements</u> Renovations to the existing Fire & Emergency Services Facility, including all work and materials necessary therefor and incidental thereto.	\$151,200	\$144,000	15 years

<u>Purpose</u>	Appropriation and Estimated Cost	Estimated Maximum Amount of Bonds or Notes	Period of Usefulness
<p>6) <u>Roadway Improvements</u> Annual Residential Road Improvement Program, as well as Annual Road Improvement Program – Collector Roads, all as shown on a list on file in the office of the Clerk, which list is hereby incorporated by reference, including all work and materials necessary therefor and incidental thereto.</p>	<p>\$2,019,150 (\$500,000 requested to be received from DOT Grant)</p>	<p>\$1,923,000</p>	<p>10 years</p>
<p>7) <u>Traffic Safety Improvements - Hazard Mitigation & Other Improvements</u> Signage and striping improvements; Wallace Road Bus Garage Remediation Program; compost facility remediation; Cranbury Road improvements; annual Flood Abatement Program; Emergency Pre-Emption Traffic System Upgrades; EAB Management Program-street trees and annual utility maintenance and improvements, including all work and materials necessary therefor and incidental thereto.</p>	<p>\$727,020</p>	<p>\$692,400</p>	<p>10 years</p>
<p>8) <u>Municipal Facilities and Related Improvements-Sewer</u> Sewer extension and pump station improvements, including all work and materials necessary therefor and incidental thereto.</p>	<p>\$504,000</p>	<p>\$480,000</p>	<p>40 years</p>
<p>C) COMMUNITY DEVELOPMENT – LAND USE</p>			
<p>1) <u>Municipal Properties Improvements</u> The Street Tree Planting Program and municipal tract landscaping, including all work and materials necessary therefor and incidental thereto.</p>	<p>\$20,160</p>	<p>\$19,200</p>	<p>10 years</p>
<p>D) HUMAN SERVICES – HEALTH</p>			
<p>1) <u>Acquisition of Equipment - Vehicular</u> Replacement of a four wheel drive vehicle, including all related costs and expenditures incidental thereto.</p>	<p>\$22,995</p>	<p>\$21,900</p>	<p>5 years</p>

<u>Purpose</u>	Appropriation and Estimated Cost	Estimated Maximum Amount of Bonds or Notes	Period of Usefulness
<p>E) HUMAN SERVICES – RECREATION</p> <p>1) <u>Municipal Park Improvements</u> Park improvements, all as shown on a list on file in the office of the Clerk, which list is hereby incorporated by reference, including all work and materials necessary therefor and incidental thereto.</p>	\$25,200	\$24,000	15 years
<p>F) PUBLIC SAFETY – FIRE & EMERGENCY SERVICES</p> <p>1) <u>Acquisition of Equipment – Non Vehicular</u> Fire hose and nozzle replacement; upgrade radio communications system; purchase of traffic control devices- emitters and purchase of power load stretchers to replace existing manual stretchers, including all related costs and expenditures incidental thereto and further including all work and materials necessary therefor and incidental thereto.</p>	\$163,485	\$155,700	10 years
<p>2) <u>Municipal Facilities and Related Improvements</u> Building and general improvements to the PJ Firehouse, including all work and materials necessary therefor and incidental thereto.</p>	\$25,200	\$24,000	5 years
<p>G) PUBLIC SAFETY – POLICE</p> <p>1) <u>Acquisition of Equipment – Office/Computer</u> Technology and computer replacement, software replacement, digital mugshot system, security systems upgrade project, evidence storage system and digital radio system, including all related costs and expenditures incidental thereto.</p>	\$504,000	\$480,000	5 years
<p>2) <u>Acquisition of Equipment – Vehicular</u> Replacement of a four wheel drive vehicle, including all related costs and expenditures incidental thereto.</p>	\$37,170	\$35,400	5 years
<p>3) <u>Acquisition of Equipment – Non Vehicular</u> The acquisition of firearms, portable radios, emergency equipment for patrol vehicles and mobile data terminals (MDT) replacement, including all related costs and expenditures incidental thereto.</p>	\$51,450	\$49,000	10 years

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
4) <u>Municipal Facilities and Related Improvements</u> Improvements to the Municipal Police/Court Building, including all work and materials necessary therefor and incidental thereto.	\$25,200	\$24,000	15 years
H) PUBLIC WORKS			
1) <u>Acquisition of Equipment – Non Vehicular</u> Replacement of medium riding mower, including all related costs and expenditures incidental thereto.	\$16,065	\$15,300	10 years
2) <u>Acquisition of Equipment – Vehicular</u> Replacement of mason dump trucks, trucks and compactor trucks and acquisition of a sweeper, including all related costs and expenditures incidental thereto.	\$371,595	\$353,900	5 years
3) <u>Municipal Facilities and Related Improvements</u> Improvements to the Municipal Public Works Complex, including all work and materials necessary therefor and incidental thereto.	\$25,200	\$24,000	15 years
4) <u>Municipal Facilities and Related Improvements – Sewer</u> Sanitary sewer system improvements and storm sewer improvements, including all work and materials necessary therefor and incidental thereto.	<u>\$272,475</u>	<u>\$259,500</u>	40 years
TOTALS	<u>\$6,011,250</u>	<u>\$5,725,000</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond

anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3(a) of this bond ordinance are not current expenses. They are all improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 13.73 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$5,725,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$350,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable real

property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

INTRODUCTION: May 21, 2018

PUBLIC HEARING:

ADOPTION:

MAYOR APPROVAL:

EFFECTIVE DATE:

TOWNSHIP OF WEST WINDSOR

CAPITAL IMPROVEMENT ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS AND OTHER RELATED EXPENSES IN OR FOR THE TOWNSHIP OF WEST WINDSOR, COUNTY OF MERCER, STATE OF NEW JERSEY APPROPRIATING THE AMOUNT OF \$535,000.00

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 improvements described in Section 2 of this Capital Improvement Ordinance are hereby authorized to be undertaken by the Township of West Windsor, New Jersey as General Improvements. For the improvements described in Section 2 there is hereby appropriated the sum of \$535,000.00.

SECTION 2. The description of the improvements required are as follows:

GENERAL IMPROVEMENT APPROPRIATIONS

- 1) Public Land Maintenance including, Storm Water Basins, Landscape Islands, Open Space, and including but not limited To the following neighborhoods: Dutch Neck I & II, Kingspoint I through V, Kingspoint East, WW Estates I, Kingsmill, Windsor Park Estates I through V, Sunrise Detention Basin, Southfield Meadows (including Brookline Sections), Millbrook, Le Parc II (detention basin), Stonybrook, Waterford Estates, Heatherfield, Heatherfield West, Forest Lane, Princeton Oaks (limited islands and basins), Grande Preserve, Windsor Crossing, Crown Pointe I and II, Brookshyre And Chamberlin Estates \$ 100,000.00

- 2) Parks Open Space - Maintenance Program \$ 100,000.00
- 3) Parks Open Space – Development Program \$ 200,000.00
- 4) Preserve Open Space - Maintenance Program \$ 90,000.00
- 5) Preserve Open Space - Development Program \$ 20,000.00

- 6) Open Space Land Acquisition – Consultant Soft Costs and Open Space Preservation Property ID Signs \$ 25,000.00

- TOTAL \$ 535,000.00**

SECTION 3. The improvements described in Section 2 of this Capital Improvement Ordinance are financed from funds already received by the Township of West Windsor which are presently being held in the following accounts:

1) Trust account entitled Maintenance of Open Space	\$	100,000.00
2) Reserve for Open Space Tax Trust Fund	\$	100,000.00
3) Reserve for Open Space Tax Trust Fund	\$	200,000.00
4) Reserve for Open Space Tax Trust Fund	\$	90,000.00
5) Reserve for Open Space Tax Trust Fund	\$	20,000.00
6) Reserve for Open Space Tax Trust Fund	\$	25,000.00
TOTAL	\$	535,000.00

SECTION 4. This Ordinance shall take effect twenty (20) days after action or inaction by the Mayor as provided by law or an override of a mayoral veto by the Council, whichever is applicable. Publication shall be in accordance to law.

INTRODUCTION: May 21, 2018
PUBLIC HEARING: June 11, 2018
ADOPTION:
MAYOR APPROVAL:
EFFECTIVE DATE:

ORDINANCE SUMMARY

2018 – Capital Improvement Ordinance authorizes Various Capital Improvements and other related expenses in the amount of \$535,000.00.

1) Public Land Maintenance including, Storm Water Basins, Landscape Islands, Open Space, and including but not limited To the following neighborhoods: Dutch Neck I & II, Kingspoint I through V, Kingspoint East, WW Estates I, Kingsmill, Windsor Park Estates I through V, Sunrise Detention Basin, Southfield Meadows (including Brookline Sections), Millbrook, Le Parc II (detention basin), Stonybrook, Waterford Estates, Heatherfield, Heatherfield West, Forest Lane, Princeton Oaks (limited islands and basins), Grande Preserve, Windsor Crossing, Crown Pointe I and II, Brookshyre And Chamberlin Estates	\$ 100,000.00
2) Parks Open Space - Maintenance Program	\$ 100,000.00
3) Parks Open Space – Development Program	\$ 200,000.00
4) Preserve Open Space - Maintenance Program	\$ 90,000.00
5) Preserve Open Space - Development Program	\$ 20,000.00
6) Open Space Land Acquisition – Consultant Soft Costs and Open Space Preservation Property ID Signs	\$ 25,000.00
TOTAL	\$ 535,000.00

These projects are being funded in full by monies available in various Reserve and Trust Fund Accounts.

The public hearing on this ordinance will be held at the Township Council meeting of June 11, 2018. Prior to the public hearing date you may obtain a complete copy of this ordinance free of charge by calling the Township Clerk's Office at West Windsor Township (609-799-2400) or coming to the Clerk's Office at the West Windsor Township Municipal Building.

Sharon L. Young
Township Clerk
West Windsor Township

ORDINANCE 2018-17

**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) BY MODIFYING THE RP-1 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 (1999), Land Use, Part 1, Site Plan, Article II, Terminology, Section 200-4, Definitions, is amended by ADDING the following definition:

STACKED TOWNHOUSE – A building containing two or more connected dwelling units stacked one dwelling above another, which can include shared floors divided by walls and shared common party walls connected to other such building modules, with private entrances to each dwelling. For purposes of this chapter, a townhouse may include dwelling units in condominium or cooperative ownership or any combination thereof.

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 are hereby established as shown on the Zoning Map, Township of West Windsor, dated May 23, 2009, and revised through _____, 2018, 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 deleting Section 200-260 and ADDING in its stead the following:

§ 200-260 RP-1 District.

A. RP-1 District Use Regulations

- (1) Purpose. The RP-1 District is envisioned as the core of the Redevelopment Area on the west side of the rail line where a mix of residential, retail, office and civic space can be designed as a distinctive walkable center with a sense of place for Princeton Junction.
- (2) Principal permitted uses. In the RP-1 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 one or more of the following uses:
 - (a) Multi-family dwellings, townhouses, stacked townhouses, age-restricted housing and live-work units, including affordable housing meeting all Uniform Housing Affordability Controls (“UHAC”) standards. Residential structures may occur in mixed-use structures. Residential structures will comply with all federal and state accessibility laws.
 - (b) Civic spaces and uses, including a farmer’s market.
 - (c) Hotels.
 - (d) Stores and shops for the conduct of any retail business, including specialty and gift shops and boutiques, excluding drive through facilities.
 - (e) Personal service establishments (e.g., tailor, barbershop, or beauty salon).
 - (f) Offices for professional services (e.g., physicians, lawyers, financial advisors or architects); commercial offices (e.g., realtors or travel agencies); governmental offices (e.g., post office branch); and offices incidental to uses permitted in this section.
 - (g) Restaurants, cafes, luncheonettes and delicatessens, excluding curb service establishments and drive-through facilities but not excluding walk up services and outdoor dining.
 - (h) Indoor recreation facilities, including instructional studios and fitness centers.
 - (i) Banks and similar financial institutions, including walk-up automated teller machines (ATM), provided that such are compatible with the design of the building and are appropriately located at the side or rear of a building. Drive-through facilities serving such uses are not permitted.

- (j) Attended laundry and retail dry-cleaning services, not including bulk processing and, in the case of dry-cleaning establishments, not providing for the storage of more than five gallons of flammable or toxic cleaning fluid on the premises.
 - (k) Book, newspaper, periodical and stationery stores and copy centers.
 - (l) Parcel package shipping stores or mailing centers.
 - (m) Artisan studios, craftsman workshops, and art galleries.
 - (n) Museums and other cultural and civic facilities of a similar nature.
 - (o) Parks and plazas.
 - (p) Buildings and uses for municipal purposes owned or operated by West Windsor Township or not-for-profits designated by the Township.
- (3) Permitted accessory uses.
- (a) Recreational and open space facilities, including, but not limited to, pools, walkways, courtyards and plazas.
 - (b) Off-street parking and loading, including parking structures attached to buildings with principal permitted uses, appropriately screened from public view.
 - (c) Signs.
 - (d) Street furnishings, planters, street lights, and exterior, garden type shade structures.
 - (e) Sidewalk cafes and outdoor dining facilities associated with permitted restaurants, cafes, luncheonettes, and delicatessens.
 - (f) Fences and walls, which shall complement the architectural style, type and design of the building and the overall project design.
 - (g) Decks, patios and terraces (including rooftop facilities), which shall complement the architectural style, type and design of the building and the overall project design.
 - (h) Community bulletin or message boards, including electronic signs with changeable type only for the purpose of conveying information

about community events. However, animated type signs shall not be permitted.

- (i) Public service facilities.
 - (j) Accessory uses customarily incidental to permitted principal uses, including structured parking, management and maintenance offices, fitness and other resident amenities, storm water management facilities and structures.
 - (k) Open air structures such as gazebos, pavilions, children's play areas and pet parks.
 - (l) Kiosks, which may have restrooms.
- (4) Conditional uses. In the RP-1 District, the following uses may be permitted as conditional uses: Child care centers meeting the standards set forth in Section 200-241, except that (i) they shall not be permitted in freestanding buildings, (ii) the minimum standards applicable to a freestanding child care center in Section 200-241. A. (1), (3) and (4) shall not be applicable and (iii) the provisions related to an outdoor play area center in Section 200-241. A. (8) and (9) shall not be applicable, if one is not provided as permitted by the New Jersey Department of Human Services.

B. RP-1 District Intensity, Bulk and Other Regulations

The following shall be the standards for the RP-1 District:

- (1) Minimum tract area: The entirety of the District, which shall be conceptually planned in a comprehensive integrated manner showing the proposed development for the entire District. Individual components of the District may be shown conceptually to allow for the District to be developed in phases.
- (2) Number of dwelling units: The redeveloper may construct up to 800 dwelling units as of right, at least 95 of which shall be age-restricted. 16.5% of the dwelling units constructed shall be set-aside as affordable units complying with all UHAC regulations. At least 37 percent of the affordable units shall be made available to low-income households and at least 13 percent shall be made available to very low-income households as defined by the New Jersey Fair Housing Act. The remaining affordable units shall be made available to moderate-income households. The affordable units within each residential component of the development shall be dispersed throughout such component.

- (3) Amount of indoor non-residential square footage: At least 37,000 square feet of indoor non-residential space shall be constructed by the redeveloper. Non-residential uses may be located on the first floor of multi-use buildings, except that freestanding one or two-story non-residential structures are permitted to be located within the promenade as kiosks or fronting the promenade in a corner location as a non-residential building. Kiosks and commercial uses within a hotel shall not be counted towards the minimum indoor non-residential square footage requirement.
- (4) Required outdoor civic space and uses: Consistent with Exhibit E of the Settlement and Redeveloper's Agreement, civic uses shall include a minimum of 50,000 square feet contained in the promenade and shall be provided, owned and maintained by the redeveloper at its cost in perpetuity. It may be used for a farmer's market and other public events sponsored by civic organizations which shall be according to a schedule of availability and rules of usage established by the redeveloper in cooperation with the township. The promenade shall include a sheltered public gathering space permanently affixed and constructed primarily of glass or other transparent material subject to the approval of the Township. The promenade shall also include a plaza, utilities, and shall be located at a place where the streets could be closed for vehicular traffic at appropriate locations. If necessary, the redeveloper shall provide public use easements allowing the public to use and enjoy the promenade. Public access to restrooms shall be provided during normal business hours and scheduled public events.
- (5) A hotel may be constructed and shall be fronting the promenade.
- (6) Maximum improvement coverage: 95%
- (7) Maximum building height: Four stories with the exception of:
 - (a) Mixed-use buildings with non-residential uses on the ground floor which can be up to five stories provided that the fifth floor façade is stepped back a minimum of six (6) feet from the fourth floor façade below.
 - (b) Hotels may be up to five stories plus open or partially covered rooftop terraces and outdoor dining facilities.
 - (c) Parking structures attached to buildings with principal permitted uses may be up to six levels.
 - (d) Architectural enhancements and building elements and appurtenances such as parapets, chimneys, spires, cupolas, belfries, corner towers or flagpoles, designed for ornamental purposes, as well as functional elements such as elevator housing, roof-mounted

HVAC equipment, and roof-access stairwells, are not subject to any specific height limitation but shall not exceed the height of the rooftop they project from by more than 15 feet. Section 200-229 F of Chapter 200 of the Township's Code relating to height exceptions shall not apply.

Consistent with the definition from the International Building Code (Section 505.2), mezzanines shall not constitute a story or half story and shall be considered a portion of the story below.

- (8) Parking requirements: 1.4375 off-street parking spaces per apartment unit are to be provided within the District. RSIS standards shall apply for townhouses. Non-residential uses may rely on shared parking and, if available, commuter parking spaces in-off hours and on weekends without the provision of dedicated parking except for employees at a ratio of 1.0 space per 1,000 square feet of non-residential square footage (as described in section C.) excluding hotels. Parking serving hotel guests and employees shall be provided at the rate of 0.6 spaces per room, except that the required number of spaces may be reduced if a shared parking analysis demonstrates that a lower number of spaces will be sufficient.

The applicable parking requirement may be reduced where it can be demonstrated to the satisfaction of the Planning Board that such reductions are justified by reason of proximity to public transportation and/or documented arrangements for shared parking supported by analyses consistent with the Urban Land Institute's Shared Parking Analysis or other generally accepted standards applicable to shared parking.

- (9) Other standards:
 - (a) No development shall proceed in the District without a redeveloper's agreement with the Township.
 - (b) There shall be no FAR (Floor Area Ratio) or MIC (Maximum Improvement Coverage) requirements for individual lots, such requirements applying only district-wide regardless of subdivisions created to separate buildings, uses, ownership or financing within the overall RP-1 District. Setback and building distance standards are not applied in order to maximize flexibility of the design and to achieve the goals of the RP-1 District as a compact, walkable center with an active public space and street life.
 - (c) Procedures for snow storage and removal shall be identified.

C. RP-1 District Design Standards

The RP-1 District is intended to promote redevelopment to achieve the goals of the District as a compact, walkable center with active street life and a promenade as the primary public space. The creation of a cohesive built environment where existing and proposed commercial and residential development are integrated is essential to this district. These design standards are intended to maximize flexibility of the design to achieve the goals of the district. All standards set forth in the Township Land Use Code, other than District regulations, shall continue to apply except when inconsistent with the design standards set forth below.

- (1) Promenade public space (which is shown conceptually in Exhibit E of the Settlement and Redeveloper's Agreement).
 - (a) The promenade shall be designed to include passive areas and active public gathering space that can host a farmer's market and other public events.
 - (b) If applicable, the farmer's market shall include stall areas, an open air pavilion structure, a plaza and utilities such as electric and water. It shall be located on the promenade at a place where the streets could be closed to vehicular traffic at appropriate locations.
 - (c) The promenade shall utilize shared space principles that combine movement and other civic functions of streets and public space. This includes aesthetic treatments considering decorative materials and/or patterns for all vehicular, pedestrian and shared paved surfaces. Pavements should be specifically designed to emphasize the creation of spaces and transition between spaces or zones and to provide visual clues to pedestrians, bicyclists and motorists to reinforce the use and function of the area as a low speed pedestrian-oriented public space through which motor vehicles travel and park. Bollards shall be used in place of curbs to provide visual clues for defining separation of pedestrian circulation from vehicular travel lanes and on-street parking. More refined pavements should be utilized to emphasize and enhance areas designed for larger volumes of pedestrian activity such as building entrances, plazas and terraces, nodes, drop-off and pick-up zones and crosswalks. A palette of compatible decorative pavements and/or pavement patterns should be developed for the entire promenade.
- (2) Circulation and parking.
 - (a) Streets shall include on-street parallel or angled parking in order to promote pedestrian street activity, lower vehicular speeds, and provide convenient access to retail uses and the promenade.

- (b) Off-street parking and service access shall be designed to avoid the backing in and out of streets.
- (c) Sidewalk widths shall measure between 10 feet and 15 feet in the core retail and promenade area in the RP-1 District and shall be a minimum of five feet wide in all other areas (except where vehicle parking overhang of a sidewalk area can occur wherein the width of the sidewalk area is to be a minimum of 6'). All sidewalks should be durably paved and smoothly surfaced to provide for the free movement of pedestrians. All sidewalks and pathways must 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 applicable accessibility standards.
- (d) The minimum width for off-road bike lanes is eight feet.
- (e) Surface parking cannot be located between the building and the front property line. Where surface parking may be located along a street frontage, such must be screened from the street by a solid fence or wall at a minimum height of 48 inches.
- (f) Structured parking may be contained within, under or attached to buildings. Parking structures or podium-type parking under buildings may not front toward the promenade public space. Where parking structures front on public streets, such may feature liner buildings or ground floor space along the sidewalk designed as retail, commercial or office space.
- (g) All facilities that provide parking to the public for non-residential uses shall provide parking for bicycles at a rate of one bicycle space per 10 automobile parking spaces for the first 100 parking stalls and one bicycle space for every 20 automobile parking spaces beyond that.
- (h) A minimum of 2 spaces will be provided for parking for shared car services.
- (i) Loading for non-residential uses fronting on the promenade may be accommodated by collective provision for loading facilities that allow for sharing of such facilities among two or more uses and may be located in either on-street loading zones or off-street loading areas,

which may be located within a building or a parking structure. A hotel shall provide an off-street loading area with a minimum of 1 berth.

(3) Landscape architectural treatments and guidelines.

(a) All plants, trees, shrubs, pedestrian pavements and streetscape elements shall be installed in accordance with a landscape plan and schedule provided by the redeveloper, subject to the approval of the Planning Board.

(b) Landscape architectural treatments shall be provided throughout the redevelopment area to create spatial definition or separation, shade, visual interest, seasonal color, visual buffering, microclimatic enhancement, and habitat and to improve safety.

(c) Indigenous plant species shall be primarily specified within the District and invasive exotic species shall be avoided. Any landscaping that is not resistant to the environment, or that dies, shall be replaced by the redeveloper in perpetuity.

(d) In landscaped spaces, passive systems such as cisterns and water gardens that collect rainwater for irrigation or recharge are encouraged.

(e) Soil moisture-sensing irrigation systems shall be used.

(4) Building orientation, massing and facade composition.

(a) New buildings within the District should be considered an integral part of the overall site design and developed with appropriate consideration for both proposed and existing buildings with respect to height, mass, siting, location, materials, orientation, signs, lighting and use.

(b) Buildings shall front on the promenade and public streets to provide form and function to the streetscape. The streetscape should be continuous and varied through the use of street furniture, landscaping, building articulation, building frontage setbacks and

changes in sidewalk types and textures. Driveway intersections with the public street should be minimized to avoid excessive interruptions in the streetwall.

- (c) Buildings shall be designed to present an articulated facade from all vantage points. Parking structures shall not front on the promenade. Parking structures or that portion of a building containing a parking structure that is not fronting on the promenade may have an exterior clad in a vine-covered trellis, graphic panels, solar panels, a window-like facade treatment, liner buildings or ground floor space along the sidewalk designed as retail, commercial, residential or office space.
- (d) The architectural treatment of the front facade shall be continued in its major features around all visibly exposed sides of a building with the exception of parking structures or that portion of a building containing a parking structure. All sides of a building shall be architecturally designed to be consistent with regard to style, materials, colors and details. Blank wall or service area treatment of side and/or rear elevations visible from public view shall be avoided.
- (e) Unless the redeveloper proposes a specific use that requires a unique building, such as a hotel, buildings should be designed utilizing base, middle and top forms as the primary method relating buildings to each other.
- (f) The base shall be considered the first story of the facade facing a public street, depending on the overall heights of the building. The design of the base, as well as the quality and durability of its materials, should be emphasized to create visual interest and support pedestrian activity. The building's base should be presented to the Planning Board at a larger scale of drawing and greater detail than the remainder of the facade to ensure it meets the building design objectives.
- (g) In addition to the base, the exterior design of mixed-use residential buildings shall include a middle field section and a cap on the top. The middle of the building shall be differentiated from the base by a horizontal transition line. A horizontal transition line should also be established separating the middle field from the cap or top of the buildings.

- (h) The base transition line should generally be defined at the water table, sill of the ground floor windows or top of the ground floor. The upper transition line articulating the cap, should generally be defined by a cornice, projecting overhang or other appropriate means that defines the cap of the building.
- (i) Building exteriors shall have vertical and/or horizontal offsets to create visual breaks on the exterior. Long, monotonous, uninterrupted walls or roof planes shall be avoided. Building wall offsets, including projections such as balconies, canopies, awnings, and signs, recesses, and changes in floor level shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, roofline offsets, dormers, or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
- (j) For townhouses or stacked townhouses, buildings may contain a maximum of twelve townhouse dwellings or stacked townhouse modules (twenty-four stacked townhomes) in a single row and shall not require any façade, height or roofline offsets. The base of townhouses or stacked townhouses should generally be defined at the water table, sill of the ground floor windows or top of the ground floor and the cap should generally be defined by a cornice or overhanging eave line. Townhouses or stacked townhouses shall have a front entry that faces a street, courtyard, mews or other open space, with garages accessed from the rear (via a driveway), and are not required to have private outdoor space at the ground level.
- (k) In general, it is preferred to keep the street facade parallel to the property line in alignment with adjacent buildings.
- (l) Blank walls must contain architectural relief such as expressive details, blind windows, murals, etc.
- (m) All buildings shall provide scale-defining architectural elements or details at the first two floor levels minimum, such as windows, spandrels, awnings, porticos, pediments, cornices, pilasters, columns and balconies.

- (n) Windows for residential buildings shall be primarily vertically proportioned. Tinted and highly reflective glass are discouraged.
- (o) Ground-floor retail, services, and restaurant uses shall have large transparent windows. Such windows shall be framed by the surrounding wall and shall be a minimum of 75% of the total ground-level facade area adjoining the sidewalk. The window wall facade area may be reduced if, due to a particular use or settings, the provision of windows will present concerns for aesthetic design or security. However, the facade design should employ an arrangement of materials that reflects the required window area and/or lines to be compatible with the intent of these guidelines.
- (p) The predominant material of all street walls on primary and secondary streets shall be brick, precast, cement-board siding, wood and finished masonry block, or curtain wall. Stucco may be used as an accent. All materials, colors and elevations shall be approved by the Planning Board.
- (q) Shop fronts may have a kick plate that ranges in height from 18 inches to 42 inches running continuously beneath the required fenestration.
- (r) Public access to commercial and governmental buildings shall be provided at sidewalk grade. The primary floor of and access to residential structures may be elevated.
- (s) The front doors of all buildings shall be visible from the street unless fronting on a courtyard, mews or other open space. If located more than 10 feet from the front building line, their location must be reinforced with additional graphics, signage, lighting, marquees or canopies.
- (t) All entrances to a building, except service and emergency egress doors, shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, balustrades and other elements, where

appropriate. Any such element utilized, including doors, shall be architecturally compatible with the style, materials, colors and details of the building as a whole. The main entrance shall face the street on which the property fronts.

- (u) Awnings, which add visual richness to the commercial corridor while enhancing the quality of public walkways, are encouraged for all storefronts. Awnings shall have fixed or retractable metal framework.
- (v) Canopies, unlike awnings, are non-retractable. They shall be constructed of wood or metal framing, standing-seam metal roof or glass roof as solid canopies or semi-open trellises. Canopies may incorporate signage and down lighting. Security shall be implemented so that it cannot be seen, and security grille housing is specifically prohibited.
- (w) All awnings and canopies shall be securely attached to the building so that the lowest part of the awning or canopy is mounted a minimum of eight feet above the sidewalk at the storefront. Awnings and canopies may project over a sidewalk and/or in the public right-of-way.
- (x) Buildings directly fronting the promenade shall be designed to appear as landmark buildings. One possible treatment to achieve this goal would have buildings designed with additional height or architectural embellishments, such as corner towers, to emphasize their location.
- (y) Appropriate design of the corner of mixed-use buildings directly fronting the promenade shall include one of the following patterns:
 - [1] Opening the space at ground level for people to walk across the corner, with the building mass above redefining the corner.
 - [2] A recessed entry at the corner such as the familiar angled wall with an entry door.
 - [3] A corner window with an important view into the building.

- [4] Balconies or bay windows that wrap the corner
- [5] A tower element

- (z) Multistory buildings with flat roofs shall provide light color roof surfaces. Green roof plantings and solar photovoltaic systems on roofs and parking decks shall be permitted.
- (aa) Excepting the antenna itself, all parts and components of personal communications antennas, satellite dishes, and television and radio antennas shall be screened from view regardless of elevation, or shall be disguised within an enclosed structure. The screening shall be designed as part of the overall design theme of the building to which it is associated.
- (bb) Dish antennas may not exceed 12 feet in diameter.
- (cc) Mechanical equipment located on building roofs shall be screened so as not to be visible from the ground level from adjacent developments and from public streets and spaces. Mechanical equipment at ground level shall be screened and in the rear.

(5) Lighting

- (a) Lighting levels along paved portions of public walks shall be an average of no less than one foot candle for commercial areas and 0.5 foot candle for residential areas.
- (b) Fixtures serving to light streets shall be at a height of no greater than 20 feet above the adjacent roadway surface. The light center of a fixture for a pedestrian walkway shall be mounted at a height of 12 feet to 14 feet above the adjacent surface of the walkway. The fixtures shall include attachments to accommodate such amenities as banners and flower pots.
- (c) The design for a proposed facade must consider the appearance of the building in the evening and develop an exterior lighting plan that includes display window lighting, building lighting, and pedestrian-scaled lighting for both buildings and pedestrian areas within the site.

Lighting shall be warm in color, with control of glare for the pedestrian.

(6) Streetscape

- (a) A palette of compatible site furnishings should be developed for the entire District. Street furnishings may include elements such as benches, gazebos, trash and recycling receptacles, bicycle racks, bird houses, drinking fountains, kiosks, sculptural elements, decorative fountains, bollards, decorative fences, seat walls, and pedestrian-scale lighting.
- (b) Community bulletin boards, such as kiosks, may be provided at strategic locations, including on the promenade.
- (c) Freestanding newspaper and advertising dispensers shall not be permitted in the right-of-way of primary streets and shall be incorporated into approved buildings or pavilions.
- (d) Outdoor cafes may extend onto the public right-of-way upon issuance of a license by the Township. Such encroachment shall convey no rights to the licensee beyond those enumerated in the license. Outdoor cafes shall be delineated from the public way by planters and/or metal fencing with no more than two entrances to the cafe seating area. A clear width of at least four feet shall be maintained between any outward portion of the cafe and the closest street furniture and equipment.

(7) Signage

In lieu of Section 200-258 D, the following shall apply:

- (a) The temporary display of signs, banners, flags, pennants and similar devices, in connection with special events or activities of a public or nonprofit nature shall be permitted, provided such display shall not exceed 14 days and shall not occur more than twelve times per calendar year.
- (b) The temporary display of signs, banners, flags, pennants and similar devices, in connection with the opening of a new business use or reopening of an existing business use shall be permitted provided

such display shall not exceed 3 months for non-residential uses and 15 months for hotel and residential uses.

- (c) Existing nonconforming signs shall be removed from this District within a period of 12 months after building permit issuance.
- (d) All signs within the project area shall be part of the overall total design scheme and in keeping with the architectural character of the District in which the sign is located.
- (e) Each type of signage shall be permitted on the same site, provided that the standards set forth below are satisfied.

[1] Wall signage.

[a] The following types of wall signs shall be permitted:

- [i] Internally lit raised letters.
- [ii] Backlit raised letters.
- [iii] Signage board with gooseneck lighting.
- [iv] Individual cut letters with gooseneck lighting.

[b] The maximum sign area shall be 80% of the linear tenant frontage, with a maximum of 50 square feet.

[2] Hanging signs.

[a] One hanging sign shall be permitted per business with the exception of residential and hotel buildings which can have one (1) per building entry and one (1) for each exterior building corner

[b] The maximum sign area shall be 10 square feet with the exception of blade signs for residential and hotel buildings which maximum sign area shall be 50 square feet.

[c] The letter and logo height shall be a maximum of 12 inches with the exception of blade signs which maximum height shall be 18 inches.

[d] Hanging signs may project over a sidewalk and/or in the public right-of-way.

[3] Street address signage.

[a] Street address signage shall be provided on each building or for each individual tenant.

[b] Street address numbers shall have a maximum height of eight inches.

[4] Kiosk signage.

[a] Free-standing signs designed as Parisian-style kiosks shall be permitted in order to identify the promenade and individual uses located in the District to passersby on major roads at the edges of the District as well as within or leading to the promenade.

[b] The maximum kiosk sign area shall be 30 square feet, as measured on each face.

[c] The maximum kiosk sign height shall be 16 feet above finished grade.

[d] Kiosk signs may be located in a paved sidewalk area including within the public right-of-way of streets.

[e] The base of the kiosk sign shall be landscaped with plants that extend a minimum of two feet in all directions unless such kiosk is located within a

paved sidewalk area.

[5] Awnings and canopies.

[a] Awnings and canopies shall be architecturally compatible with the building.

[b] Awnings and canopies shall be kept in good order.

[c] One sign on an awning or canopy shall be permitted, provided that:

[i] The letter logo height does not exceed 50% of the main area of the awning or canopy.

[ii] The letter and logo area may be located on the valance of the awning or face of the canopy and shall not exceed twelve inches in height.

[iii] The letter and logo area may be located above the canopy and shall not exceed twelve inches in height.

[6] Window lettering and signs. Window lettering and signs shall be permitted, provided that they:

[a] Are inside the window

[b] Do not exceed 15% of the window area.

[c] Pertain only to the establishment occupying the premises where the window is located.

(f) Temporary construction and sales signage

[1] Signage shall be removed within three years of the issuance of a sign permit or one year of the time of the final certificate of occupancy, whichever comes first. One sign per each road frontage shall be permitted. However, construction signs which contain noncommercial messages, such as signs identifying individual lots or construction ingress and/or egress, shall be permitted.

[2] Temporary contractor signage. Only one sign shall be permitted identifying lenders, architects, engineers or contractors doing work on the site. Such sign shall be a maximum of four square feet per entity, but not to exceed 25 square feet. This sign shall be removed when work ceases or is abandoned or when a certificate of occupancy for the project is issued, whichever occurs sooner.

(g) Billboards are prohibited.

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:

Public Hearing:

Adoption:

Mayor's Approval:

Effective Date:

Ordinance RP-1 5-10-18

ORDINANCE 2018-18

**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 MODIFYING THE RP-1 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 is amended as necessary to reflect the new district regulations set forth below.

Section 2. The Executive Summary is amended as necessary to reflect the new district regulations set forth below.

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 increasing the size of the RP-1 District in the manner set forth in the map change that is part of the ordinance codifying the District Regulations set forth below.

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

DISTRICT RP-1

RP-1 District use regulations

A. RP-1 District Use Regulations

- (1) Purpose. The RP-1 District is envisioned as the core of the Redevelopment Area on the west side of the rail line where a mix of residential, retail, office and civic space can be designed as a

distinctive walkable center with a sense of place for Princeton Junction.

- (2) Principal permitted uses. In the RP-1 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 one or more of the following uses:
- (a) Multi-family dwellings, townhouses, stacked townhouses, age-restricted housing and live-work units, including affordable housing meeting all Uniform Housing Affordability Controls (“UHAC”) standards. Residential structures may occur in mixed-use structures. Residential structures will comply with all federal and state accessibility laws.
 - (b) Civic spaces and uses, including a farmer’s market.
 - (c) Hotels.
 - (d) Stores and shops for the conduct of any retail business, including specialty and gift shops and boutiques, excluding drive through facilities.
 - (e) Personal service establishments (e.g., tailor, barbershop, or beauty salon).
 - (f) Offices for professional services (e.g., physicians, lawyers, financial advisors or architects); commercial offices (e.g., realtors or travel agencies); governmental offices (e.g., post office branch); and offices incidental to uses permitted in this section.
 - (g) Restaurants, cafes, luncheonettes and delicatessens, excluding curb service establishments and drive-through facilities but not excluding walk up services and outdoor dining.
 - (h) Indoor recreation facilities, including instructional studios and fitness centers.
 - (i) Banks and similar financial institutions, including walk-up automated teller machines (ATM), provided that such are compatible with the design of the building and are appropriately located at the side or rear of a building. Drive-through facilities serving such uses are not permitted.

- (j) Attended laundry and retail dry-cleaning services, not including bulk processing and, in the case of dry-cleaning establishments, not providing for the storage of more than five gallons of flammable or toxic cleaning fluid on the premises.
 - (k) Book, newspaper, periodical and stationery stores and copy centers.
 - (l) Parcel package shipping stores or mailing centers.
 - (m) Artisan studios, craftsman workshops, and art galleries.
 - (n) Museums and other cultural and civic facilities of a similar nature.
 - (o) Parks and plazas.
 - (p) Buildings and uses for municipal purposes owned or operated by West Windsor Township or not-for-profits designated by the Township.
- (3) Permitted accessory uses.
- (a) Recreational and open space facilities, including, but not limited to, pools, walkways, courtyards and plazas.
 - (b) Off-street parking and loading, including parking structures attached to buildings with principal permitted uses, appropriately screened from public view.
 - (c) Signs.
 - (d) Street furnishings, planters, street lights, and exterior, garden type shade structures.
 - (e) Sidewalk cafes and outdoor dining facilities associated with permitted restaurants, cafes, luncheonettes, and delicatessens.
 - (f) Fences and walls, which shall complement the architectural style, type and design of the building and the overall project design.
 - (g) Decks, patios and terraces (including rooftop facilities), which shall complement the architectural style, type and design of the building and the overall project design.

- (h) Community bulletin or message boards, including electronic signs with changeable type only for the purpose of conveying information about community events. However, animated type signs shall not be permitted.
 - (i) Public service facilities.
 - (j) Accessory uses customarily incidental to permitted principal uses, including structured parking, management and maintenance offices, fitness and other resident amenities, storm water management facilities and structures.
 - (k) Open air structures such as gazebos, pavilions, children's play areas and pet parks.
 - (l) Kiosks, which may have restrooms.
- (4) Conditional uses. In the RP-1 District, the following uses may be permitted as conditional uses: Child care centers meeting the standards set forth in Section 200-241, except that (i) they shall not be permitted in freestanding buildings, (ii) the minimum standards applicable to a freestanding child care center in Section 200-241. A. (1), (3) and (4) shall not be applicable and (iii) the provisions related to an outdoor play area center in Section 200-241. A. (8) and (9) shall not be applicable, if one is not provided as permitted by the New Jersey Department of Human Services.

B. RP-1 District Intensity, Bulk and Other Regulations

The following shall be the standards for the RP-1 District:

- (1) Minimum tract area: The entirety of the District, which shall be conceptually planned in a comprehensive integrated manner showing the proposed development for the entire District. Individual components of the District may be shown conceptually to allow for the District to be developed in phases.
- (2) Number of dwelling units: The redeveloper may construct up to 800 dwelling units as of right, at least 95 of which shall be age-restricted. 16.5% of the dwelling units constructed shall be set-aside as affordable units complying with all UHAC regulations. At least 37 percent of the affordable units shall be made available to low-income households and at least 13 percent shall be made available to very low-income households as defined by the New Jersey Fair Housing Act. The remaining affordable units shall be made available to moderate-income households. The affordable units within each residential

component of the development shall be dispersed throughout such component.

- (3) Amount of indoor non-residential square footage: At least 37,000 square feet of indoor non-residential space shall be constructed by the redeveloper. Non-residential uses may be located on the first floor of multi-use buildings, except that freestanding one or two-story non-residential structures are permitted to be located within the promenade as kiosks or fronting the promenade in a corner location as a non-residential building. Kiosks and commercial uses within the hotel shall not be counted towards the minimum indoor non-residential square footage requirement.
- (4) Required outdoor civic space and uses: Consistent with Exhibit E of the Settlement and Redeveloper's Agreement, civic uses shall include a minimum of 50,000 square feet contained in the promenade and shall be provided, owned and maintained by the redeveloper at its cost in perpetuity. It may be used for a farmer's market and other public events sponsored by civic organizations which shall be according to a schedule of availability and rules of usage established by the redeveloper in cooperation with the township. The promenade shall include a sheltered public gathering space permanently affixed and constructed primarily of glass or other transparent material subject to the approval of the Township. The promenade shall also include a plaza, utilities, and at least one kiosk with public bathrooms and shall be located at a place where the streets could be closed for vehicular traffic at appropriate locations. If necessary, the redeveloper shall provide public use easements allowing the public to use and enjoy the promenade. Public access to restrooms shall be provided during normal business hours and scheduled public events.
- (5) A hotel may be constructed and shall be fronting the promenade.
- (6) Maximum improvement coverage: 95%
- (7) Maximum building height: Four stories with the exception of:
 - (a) Mixed-use buildings with non-residential uses on the ground floor which can be up to five stories provided that the fifth floor façade is stepped back a minimum of six (6) feet from the fourth floor façade below.
 - (b) Hotels may be up to five stories plus open or partially covered rooftop terraces and outdoor dining facilities.

- (c) Parking structures attached to buildings with principal permitted uses may be up to six levels.
- (d) Architectural enhancements and building elements and appurtenances such as parapets, chimneys, spires, cupolas, belfries, corner towers or flagpoles, designed for ornamental purposes, as well as functional elements such as elevator housing, roof-mounted HVAC equipment, and roof-access stairwells, are not subject to any specific height limitation but shall not exceed the height of the rooftop they project from by more than 15 feet. Section 200-229 F of Chapter 200 of the Township's Code relating to height exceptions shall not apply.

Consistent with the definition from the International Building Code (Section 505.2), mezzanines shall not constitute a story or half story and shall be considered a portion of the story below.

- (8) Parking requirements: 1.4375 off-street parking spaces per apartment unit are to be provided within the District. RSIS standards shall apply for townhouses. Non-residential uses may rely on shared parking and, if available, commuter parking spaces in off hours and on weekends without the provision of dedicated parking except for employees at a ratio of 1.0 space per 1,000 square feet of non-residential square footage (as described in section C.) excluding hotels. Parking serving hotel guests and employees shall be provided at the rate of 0.6 spaces per room, except that the required number of spaces may be reduced if a shared parking analysis demonstrates that a lower number of spaces will be sufficient.

The applicable parking requirement may be reduced where it can be demonstrated to the satisfaction of the Planning Board that such reductions are justified by reason of proximity to public transportation and/or documented arrangements for shared parking supported by analyses consistent with the Urban Land Institute's Shared Parking Analysis or other generally accepted standards applicable to shared parking.

- (9) Other standards:
 - (a) No development shall proceed in the District without a redeveloper's agreement with the Township.
 - (b) There shall be no FAR (Floor Area Ratio) or MIC (Maximum Improvement Coverage) requirements for individual lots, such requirements applying only district-wide regardless of

subdivisions created to separate buildings, uses, ownership or financing within the overall RP-1 District. Setback and building distance standards are not applied in order to maximize flexibility of the design and to achieve the goals of the RP-1 District as a compact, walkable center with an active public space and street life.

C. RP-1 District Design Standards

The RP-1 District is intended to promote redevelopment to achieve the goals of the District as a compact, walkable center with active street life and a promenade as the primary public space. The creation of a cohesive built environment where existing and proposed commercial and residential development are integrated is essential to this district. These design standards are intended to maximize flexibility of the design to achieve the goals of the district. All standards set forth in the Township Land Use Code, other than District regulations, shall continue to apply except when inconsistent with the design standards set forth below.

- (1) Promenade public space (which is shown conceptually in Exhibit E of the settlement and Redeveloper's Agreement).
 - (a) The promenade shall be designed to include passive areas and active public gathering space that can host a farmer's market and other public events.
 - (b) If applicable, the farmer's market shall include stall areas, an open air pavilion structure, a plaza and utilities such as electric and water. It shall be located on the promenade at a place where the streets could be closed to vehicular traffic at appropriate locations.
 - (c) The promenade shall utilize shared space principles that combine movement and other civic functions of streets and public space. This includes aesthetic treatments considering decorative materials and/or patterns for all vehicular, pedestrian and shared paved surfaces. Pavements should be specifically designed to emphasize the creation of spaces and transition between spaces or zones and to provide visual clues to pedestrians, bicyclists and motorists to reinforce the use and function of the area as a low speed pedestrian-oriented public space through which motor vehicles travel and park. Bollards shall be used in place of curbs to provide visual clues for defining separation of pedestrian circulation from vehicular travel lanes and on-street parking. More refined pavements should be utilized to emphasize and enhance areas designed for larger volumes of pedestrian activity such as building

entrances, plazas and terraces, nodes, drop-off and pick-up zones and crosswalks. A palette of compatible decorative pavements and/or pavement patterns should be developed for the entire promenade.

(2) Circulation and parking.

- (a) Streets shall include on-street parallel or angled parking in order to promote pedestrian street activity, lower vehicular speeds, and provide convenient access to retail uses and the promenade.
- (b) Off-street parking and service access shall be designed to avoid the backing in and out of streets.
- (c) Sidewalk widths shall measure between 10 feet and 15 feet in the core retail and promenade area in the RP-1 District and shall be a minimum of five feet wide in all other areas (except where vehicle parking overhang of a sidewalk area can occur wherein the width of the sidewalk area is to be a minimum of 6'). All sidewalks should be durably paved and smoothly surfaced to provide for the free movement of pedestrians. All sidewalks and pathways must 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 applicable accessibility standards.
- (d) The minimum width for off-road bike lanes is eight feet.
- (e) Surface parking cannot be located between the building and the front property line. Where surface parking may be located along a street frontage, such must be screened from the street by a solid fence or wall at a minimum height of 48 inches.
- (f) Structured parking may be contained within, under or attached to buildings. Parking structures or podium-type parking under buildings may not front toward the promenade public space. Where parking structures front on public streets, such may feature liner buildings or ground floor space along the sidewalk designed as retail, commercial or office space

- (g) All facilities that provide parking to the public for non-residential uses shall provide parking for bicycles at a rate of one bicycle space per 10 automobile parking spaces for the first 100 parking stalls and one bicycle space every 20 automobile parking spaces beyond that.
 - (h) A minimum of two spaces will be provided for parking for shared car services.
 - (i) Loading for non-residential uses fronting on the promenade may be accommodated by collective provision for loading facilities that allow for sharing of such facilities among two or more uses and may be located in either on-street loading zones or off-street loading areas, which may be located within a building or a parking structure. A hotel shall provide an off-street loading area with a minimum of 1 berth.
- (3) Landscape architectural treatments and guidelines.
- (a) All plants, trees, shrubs, pedestrian pavements and streetscape elements shall be installed in accordance with a landscape plan and schedule provided by the redeveloper, subject to the approval of the Planning Board.
 - (b) Landscape architectural treatments shall be provided throughout the redevelopment area to create spatial definition or separation, shade, visual interest, seasonal color, visual buffering, microclimatic enhancement, and habitat and to improve safety.
 - (c) Indigenous plant species shall be primarily specified within the District and invasive exotic species shall be avoided. Any landscaping that is not resistant to the environment, or that dies, shall be replaced by the redeveloper in perpetuity.
 - (d) In landscaped spaces, passive systems such as cisterns and water gardens that collect rainwater for irrigation or recharge are encouraged.
 - (e) Soil moisture-sensing irrigation systems shall be used.

- (4) Building orientation, massing and façade composition.
- (a) New buildings within the District should be considered an integral part of the overall site design and developed with appropriate consideration for both proposed and existing buildings with respect to height, mass, siting, location, materials, orientation, signs, lighting and use.
 - (b) Buildings shall front on the promenade and public streets to provide form and function to the streetscape. The streetscape should be continuous and varied through the use of street furniture, landscaping, building articulation, building frontage setbacks and changes in sidewalk types and textures. Driveway intersections with the public street should be minimized to avoid excessive interruptions in the streetwall.
 - (c) Buildings shall be designed to present an articulated facade from all vantage points. Parking structures shall not front on the promenade. Parking structures or that portion of a building containing a parking structure that is not fronting on the promenade may have an exterior clad in a vine-covered trellis, graphic panels, solar panels, a window-like facade treatment, liner buildings or ground floor space along the sidewalk designed as retail, commercial, residential or office space.
 - (d) The architectural treatment of the front facade shall be continued in its major features around all visibly exposed sides of a building with the exception of parking structures or that portion of a building containing a parking structure. All sides of a building shall be architecturally designed to be consistent with regard to style, materials, colors and details. Blank wall or service area treatment of side and/or rear elevations visible from public view shall be avoided.
 - (e) Unless the redeveloper proposes a specific use that requires a unique building, such as a hotel, buildings should be designed utilizing base, middle and top forms as the primary method relating buildings to each other.
 - (f) The base shall be considered the first story of the facade

facing a public street, depending on the overall heights of the building. The design of the base, as well as the quality and durability of its materials, should be emphasized to create visual interest and support pedestrian activity. The building's base should be presented to the Planning Board at a larger scale of drawing and greater detail than the remainder of the facade to ensure it meets the building design objectives.

- (g) In addition to the base, the exterior design of mixed-use residential buildings shall include a middle field section and a cap on the top. The middle of the building shall be differentiated from the base by a horizontal transition line. A horizontal transition line should also be established separating the middle field from the cap or top of the buildings.
- (h) The base transition line should generally be defined at the water table, sill of the ground floor windows or top of the ground floor. The upper transition line articulating the cap, should generally be defined by a cornice, projecting overhang or other appropriate means that defines the cap of the building.
- (i) Building exteriors shall have vertical and/or horizontal offsets to create visual breaks on the exterior. Long, monotonous, uninterrupted walls or roof planes shall be avoided. Building wall offsets, including projections such as balconies, canopies, awnings, and signs, recesses, and changes in floor level shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, roofline offsets, dormers, or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
- (j) For townhouses or stacked townhouses, buildings may contain a maximum of twelve townhouse dwellings or stacked townhouse modules (twenty-four stacked townhomes) in a single row and shall not require any façade, height or roofline offsets. The base of townhouses or stacked townhouses should generally be defined at the water table, sill of the ground floor windows or top of the ground floor and the cap should generally be defined by a cornice or overhanging eave line. Townhouses or stacked townhouses shall have a front entry that faces a street,

courtyard, mews or other open space, with garages accessed from the rear (via a driveway), and are not required to have private outdoor space at the ground level.

- (k) In general, it is preferred to keep the street facade parallel to the property line in alignment with adjacent buildings.
- (l) Blank walls must contain architectural relief such as expressive details, blind windows, murals, etc.
- (m) All buildings shall provide scale-defining architectural elements or details at the first two floor levels minimum, such as windows, spandrels, awnings, porticos, pediments, cornices, pilasters, columns and balconies.
- (n) Windows for residential buildings shall be primarily vertically proportioned. Tinted and highly reflective glass are discouraged.
- (o) Ground-floor retail, services, and restaurant uses shall have large transparent windows. Such windows shall be framed by the surrounding wall and shall be a minimum of 75% of the total ground-level facade area adjoining the sidewalk. The window wall facade area may be reduced if, due to a particular use or settings, the provision of windows will present concerns for aesthetic design or security. However, the facade design should employ an arrangement of materials that reflects the required window area and/or lines to be compatible with the intent of these guidelines.
- (p) The predominant material of all street walls on primary and secondary streets shall be brick, precast, cement-board siding, wood and finished masonry block, or curtain wall. Stucco may be used as an accent. All materials, colors and elevations shall be approved by the Planning Board.
- (q) Shop fronts may have a kick plate that ranges in height from 18 inches to 42 inches running continuously beneath the

required fenestration.

- (r) Public access to commercial and governmental buildings shall be provided at sidewalk grade. The primary floor of and access to residential structures may be elevated.
- (s) The front doors of all buildings shall be visible from the street unless fronting on a courtyard, mews or other open space. If located more than 10 feet from the front building line, their location must be reinforced with additional graphics, signage, lighting, marquees or canopies.
- (t) All entrances to a building, except service and emergency egress doors, shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, balustrades and other elements, where appropriate. Any such element utilized, including doors, shall be architecturally compatible with the style, materials, colors and details of the building as a whole. The main entrance shall face the street on which the property fronts.
- (u) Awnings, which add visual richness to the commercial corridor while enhancing the quality of public walkways, are encouraged for all storefronts. Awnings shall have fixed or retractable metal framework.
- (v) Canopies, unlike awnings, are non-retractable. They shall be constructed of wood or metal framing, standing-seam metal roof or glass roof as solid canopies or semi-open trellises. Canopies may incorporate signage and down lighting. Security shall be implemented so that it cannot be seen, and security grille housing is specifically prohibited.
- (w) All awnings and canopies shall be securely attached to the building so that the lowest part of the awning or canopy is mounted a minimum of eight feet above the sidewalk at the storefront. Awnings and canopies may project over a

sidewalk and/or in the public right-of-way.

- (x) Buildings directly fronting the promenade shall be designed to appear as landmark buildings. One possible treatment to achieve this goal would have buildings designed with additional height or architectural embellishments, such as corner towers, to emphasize their location.
- (y) Appropriate design of the corner of mixed-use buildings directly fronting the promenade shall include one of the following patterns:
 - [1] Opening the space at ground level for people to walk across the corner, with the building mass above redefining the corner.
 - [2] A recessed entry at the corner such as the familiar a angled wall with an entry door.
 - [3] A corner window with an important view into the building.
 - [4] Balconies or bay windows that wrap the corner
 - [5] A tower element
- (z) Multistory buildings with flat roofs shall provide light color roof surfaces. Green roof plantings and solar photovoltaic systems on roofs and parking decks shall be permitted.
- (aa) Excepting the antenna itself, all parts and components of personal communications antennas, satellite dishes, and television and radio antennas shall be screened from view regardless of elevation, or shall be disguised within an enclosed structure. The screening shall be designed as part of the overall design theme of the building to which it is associated.
- (bb) Dish antennas may not exceed 12 feet in diameter.
- (cc) Mechanical equipment located on building roofs shall be

screened so as not to be visible from the ground level from adjacent developments and from public streets and spaces. Mechanical equipment at ground level shall be screened and in the rear.

(5) Lighting

- (a) Lighting levels along paved portions of public walks shall be an average of no less than one foot candle for commercial areas and 0.5 foot candle for residential areas.
- (b) Fixtures serving to light streets shall be at a height of no greater than 20 feet above the adjacent roadway surface. The light center of a fixture for a pedestrian walkway shall be mounted at a height of 12 feet to 14 feet above the adjacent surface of the walkway. The fixtures shall include attachments to accommodate such amenities as banners and flower pots.
- (c) The design for a proposed facade must consider the appearance of the building in the evening and develop an exterior lighting plan that includes display window lighting, building lighting, and pedestrian-scaled lighting for both buildings and pedestrian areas within the site. Lighting shall be warm in color, with control of glare for the pedestrian.

(6) Streetscape

- (a) A palette of compatible site furnishings should be developed for the entire District. Street furnishings may include elements such as benches, gazebos, trash and recycling receptacles, bicycle racks, bird houses, drinking fountains, kiosks, sculptural elements, decorative fountains, bollards, decorative fences, seat walls, and pedestrian-scale lighting.
- (b) Community bulletin boards, such as kiosks, may be provided at strategic locations, including on the promenade.
- (c) Freestanding newspaper and advertising dispensers shall not be permitted in the right-of-way of primary streets and shall be incorporated into approved buildings or pavilions.

- (d) Outdoor cafes may extend onto the public right-of-way upon issuance of a license by the Township. Such encroachment shall convey no rights to the licensee beyond those enumerated in the license. Outdoor cafes shall be delineated from the public way by planters and/or metal fencing with no more than two entrances to the cafe seating area. A clear width of at least four feet shall be maintained between any outward portion of the cafe and the closest street furniture and equipment.

(7) Signage

In lieu of Section 200-258D, the following shall apply:

- (a) The temporary display of signs, banners, flags, pennants and similar devices, in connection with special events or activities of a public or nonprofit nature shall be permitted, provided such display shall not exceed 14 days and shall not occur more than twelve times per calendar year.
- (b) The temporary display of signs, banners, flags, pennants and similar devices in connection with the opening of a new business use or reopening of an existing business use shall be permitted provided such display shall not exceed three months for non-residential uses and 15 months for hotel and residential uses.
- (c) Existing nonconforming signs shall be removed from this District within a period of 12 months after building permit issuance.
- (d) All signs within the project area shall be part of the overall total design scheme and in keeping with the architectural character of the District in which the sign is located.
- (e) Each type of signage shall be permitted on the same site, provided that the standards set forth below are satisfied.

[1] Wall signage.

[a] The following types of wall signs shall be permitted:

[i] Internally lit raised letters.

- [ii] Backlit raised letters.
- [iii] Signage board with gooseneck lighting.
- [iv] Individual cut letters with gooseneck lighting.

[b] The maximum sign area shall be 80% of the linear tenant frontage, with a maximum of 50 square feet.

[2] Hanging signs.

[a] One hanging sign shall be permitted per business with the exception of residential and hotel buildings which can have one (1) per building entry and one (1) for each exterior building corner.

[b] The maximum sign area shall be 10 square feet with the exception of blade signs for residential and hotel buildings which maximum sign area shall be 50 square feet.

[c] The letter and logo height shall be a maximum of 12 inches with the exception of blade signs which maximum height shall be 18 inches.

[d] Hanging signs may project over a sidewalk and/or in the public right-of-way.

[3] Street address signage.

[a] Street address signage shall be provided on each building or for each individual tenant.

[b] Street address numbers shall have a maximum height of eight inches.

[4] Kiosk signage.

[a] Free-standing signs designed as Parisian-style kiosks shall be permitted in order to identify the promenade and individual uses located in the District to passersby on major roads at the edges of the District as well as within or leading to the promenade.

- [b] The maximum kiosk sign area shall be 30 square feet, as measured on each face.
 - [c] The maximum kiosk sign height shall be 16 feet above finished grade.
 - [d] Kiosk signs may be located in a paved sidewalk area including within the public right-of-way of streets.
 - [e] The base of the kiosk sign shall be landscaped with plants that extend a minimum of two feet in all directions unless such kiosk is located within a paved sidewalk area.
- [5] Awnings and canopies.
- [a] Awnings and canopies shall be architecturally compatible with the building.
 - [b] Awnings and canopies shall be kept in good order.
 - [c] One sign on an awning or canopy shall be permitted, provided that:
 - [i] The letter logo height does not exceed 50% of the main area of the awning or canopy.
 - [ii] The letter and logo area may be located on the valance of the awning or face of the canopy and shall not exceed twelve inches in height.
 - [iii] The letter and logo area may be located above the canopy and shall not exceed twelve inches in height.
- [6] Window lettering and signs. Window lettering and signs shall be permitted, provided that they:
- [a] Are inside the window
 - [b] Do not exceed 15% of the window area.

[c] Pertain only to the establishment occupying the premises where the window is located.

(f) Temporary construction and sales signage

[1] Signage shall be removed within three years of the issuance of a sign permit or one year of the time of the final certificate of occupancy, whichever comes first. One sign per each road frontage shall be permitted. However, construction signs which contain noncommercial messages, such as signs identifying individual lots or construction ingress and/or egress, shall be permitted.

[2] Temporary contractor signage. Only one sign shall be permitted identifying lenders, architects, engineers or contractors doing work on the site. Such sign shall be a maximum of four square feet per entity, but not to exceed 25 square feet. This sign shall be removed when work ceases or is abandoned or when a certificate of occupancy for the project is issued, whichever occurs sooner.

(g) Billboards are prohibited.

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:
PUBLIC HEARING:
ADOPTION:
MAYORAL APPROVAL:
EFFECTIVE DATE:

ORDINANCE 2018 Modifying the RP-1 District.doc 5/16/18

RESOLUTION

WHEREAS, the Tax Collector, Kelly A. Montecinos, has certified the following taxpayers overpaid their taxes; and

WHEREAS, the Tax Collector is requesting that the overpaid taxes be refunded.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor that the following refund be made:

<u>Taxpayer</u>	<u>Refund</u>
PAYEE: Sherman, Freddie & Diane 20 Globeflower Lane West Windsor, NJ 08550 OWNER: Sherman, Freddie & Diane PROPERTY LOCATION: 20 Globeflower Lane BLOCK: 35 LOT: 106.33	\$378.33
PAYEE: Kasad, Jehan R. & Beroz, J. 12 Huntley Drive West Windsor, NJ 08550 OWNER: Kasad, Jehan R. & Beroz, J. PROPERTY LOCATION: 12 Huntley Drive BLOCK: 25.05 LOT: 6	\$480.46
Total:	\$858.79

Adopted: June 11, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 11th day of June, 2018.

Sharon L. Young
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Cellco Partnership (“Developer”) development project was approved by West Windsor Township; and

WHEREAS, in conjunction with this project, the Developer deposited an inspection fee with the Township of West Windsor pursuant to Section 82-3G of the Revised General Ordinances of the Township of West Windsor; and

WHEREAS, professional services undertaken on behalf of the Township in conjunction with said project have been completed; and

WHEREAS, a balance remains in the Developer’s inspection fee escrow account which the Developer is entitled to have refunded; and

WHEREAS, the Township Engineer recommends that the balance remaining in the inspection fee escrow account for this project be released and refunded as follows:

<u>Project</u>	<u>Project Name</u>	<u>Escrow Balance</u>
PB01-12	Cellco Partnership	\$7,164.69

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Treasurer is hereby authorized and directed to refund to the Developer the balance of the escrow deposit, and any applicable interest to which the Developer may be entitled.

ADOPTED: June 11, 2018

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 11th day of June 2018.

Sharon L. Young
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, Tyco International Management Company, LLC (“Developer”) has made a request for a full release of the performance guarantees posted for Private Site Improvements in connection with construction associated with the project known as Tyco Mgmt. LLC – Cafeteria & Walkway (PB10-06), which guarantee was posted as follows; and

Performance <u>Guarantee</u>	Original <u>Amount</u>	Date <u>Issued</u>	Current <u>Amount</u>	Recommended <u>Action</u>
Bond #81931289	\$17,276.49	11/23/10	\$17,276.49	Full Release
Cash	\$1,919.61	11/22/10	\$1,919.61	Full Release

WHEREAS, the West Windsor Township Engineer, has recommended that the performance guarantees for Private Site Improvements in connection with construction with the project known as Tyco Mgmt. LLC – Cafeteria & Walkway (PB10-06) be found to be complete.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor that the performance guarantees posted by the Developer for Private Site Improvements in connection with construction associated with the project known as Tyco Mgmt. LLC – Cafeteria & Walkway (PB10-06) be released as follows:

Performance <u>Guarantee</u>	Original <u>Amount</u>	Date <u>Issued</u>	Current <u>Amount</u>	Recommended <u>Action</u>
Bond #81931289	\$17,276.49	11/23/10	\$17,276.49	Full Release
Cash	\$1,919.61	11/22/10	\$1,919.61	Full Release

ADOPTED: June 11, 2018

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 11th day of June 2018.

Sharon L. Young
Township Clerk
West Windsor Township

RESOLUTION

- WHEREAS, the Township of West Windsor requires professional engineering services on a consultant basis for inspection and certification of construction performed by developers, conformance reviews, and miscellaneous engineering projects as assigned; and
- WHEREAS, the Township wishes to enter into a services agreement with Alaimo Group for the aforesaid services; and
- WHEREAS, the maximum amount of the contract is subject to the adopted 2018 Local Municipal Budget and funds are available through various developers' escrow accounts and account 105-30-210 "Engineering Costs & Services: Consultants;" and
- WHEREAS, additional services may be required for various capital projects as assigned and may be certified to if funds are available as certified by the Township's Chief Financial Officer; 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:11-5(1)(a) because the aforesaid 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 be publicly advertised.
- 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:

Engineering Consultant Services	105-30-210	\$475.00
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NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor as follows:

- (1) The Mayor and Clerk are hereby authorized to execute, on behalf of the Township a services agreement with Alaimo Group to cover the period April 23, 2018 through December 31, 2018.
- (2) The Agreement so authorized shall require the Provider to provide professional engineering services, including development inspection services pursuant to its proposal dated January 17, 2018. The contract is awarded without competitive bidding as authorized by the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-5(1)(a) because the services are professional in nature.
- (3) 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.

- (4) An executed copy of the Contract between the Township and Alaimo Group and a copy of this Resolution, shall be on file and available for public inspection in the office of the Township Clerk.

Adopted: June 11, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 11th day of June 2018.

Sharon L. Young
Township Clerk
West Windsor Township

RESOLUTION AUTHORIZING EXECUTION OF RIGHTS-OF-WAY USE AGREEMENT WITH
VERIZON WIRELESS

- WHEREAS, Cellco Partnership d/b/a Verizon Wireless, (“Verizon Wireless”), is a provider of commercial mobile telecommunications service subject to regulation by the Federal Communications Commission with offices located at One Verizon Wireless Way, Mail Stop 4AW100, Basking Ridge, NJ 07920; and
- WHEREAS, pursuant to such authority granted, Verizon Wireless has requested the consent of the Township for permission to locate, place, attach, install, operate and maintain telecommunications facilities on existing utility poles located in the public rights-of-way in the Township of West Windsor in order to provide telecommunications services to the public; and
- WHEREAS, N.J.S.A 48:17-10 through 48:17-12 permits municipalities to enter into a Rights-of-Way Use Agreement with a telecommunications carrier; and
- WHEREAS, N.J.S.A. 54:30A-124(a) provides that a municipality may not impose any fees, taxes, levies or assessments in the nature of a local franchise, right of way, or gross receipts fee, tax, levy or assessment against telecommunications companies, but that a municipality may impose reasonable fees for actual services made by any municipal, regional or county governmental agency; and
- WHEREAS, Verizon Wireless desires to enter into a Rights-of-Way Use Agreement with the Township of West Windsor that sets forth the terms of use, occupancy and manner in which Verizon Wireless will utilize the municipal Rights-of-Way (“Use Agreement”); and
- WHEREAS, the Use Agreement shall be effective for an initial fifteen (15) year term and contain three (3) additional renewable ten (10) year terms; and
- WHEREAS, annexed hereto is a copy of the Use Agreement to be entered into by and between the Township of West Windsor and Verizon Wireless;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that:

1. Non-exclusive consent is hereby granted to Verizon Wireless to occupy the municipal rights-of-way within the Township of West Windsor for the purpose of locating, placing, attaching, installing, operating and maintaining a telecommunications system for an initial fifteen (15) year term and up to three (3) additional ten (10) year terms.
2. The within granted permission is conditioned upon Verizon Wireless entering into the attached Rights-of-Way Use Agreement with the Township of West Windsor and providing proof of the required general liability and property damage insurance coverage.

3. The Mayor and the Township Clerk be and hereby are authorized to execute the annexed Rights-of-Way Use Agreement between the Township of West Windsor and Verizon Wireless, subject to the final review and express approval of the Township Engineer and the Township Attorney.
4. A copy of this Resolution and the executed Rights-of-Way Use Agreement shall kept on file in the Office of the Township Clerk.

Adopted: June 11, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 11th day of June 2018.

Sharon L. Young
Township Clerk
West Windsor Township

RESOLUTION

- WHEREAS, in accordance with the provisions of the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “Redevelopment Law”), the Township of West Windsor (the “Township”) designated certain properties in the Township as an area in need of redevelopment (the “Princeton Junction Redevelopment Area”); and
- WHEREAS, in accordance with the provisions of the Redevelopment Law, the Township adopted a redevelopment plan entitled “Township of West Windsor Redevelopment Plan for Princeton Junction” (the “Redevelopment Plan”), for the Redevelopment Area; and
- WHEREAS, AvalonBay Communities, Inc., a corporation of the State of Maryland, with an office located in Iselin, New Jersey (“AVB”), is the current contract purchaser of the portion of the Princeton Junction Redevelopment Area consisting of Block 6, Lots 8, 54, 55.01 and 76 on the Official Tax Map of the Township (the “Tract”); and
- WHEREAS, Avalon Watch, LLC, an affiliate of AVB and a corporation of the State of Delaware with an office located in Arlington, Virginia (“Avalon Watch”), is the owner of an existing 512-unit inclusionary development, currently known as Avalon Princeton Junction, located at 1000 Jamie Brooks Lane in the Township; and
- WHEREAS, 103 of the 512 Avalon Princeton Junction apartment units have been deed restricted as affordable units for low and moderate income households since their construction in or around 1988; and
- WHEREAS, the Township adopted Ordinance 2013-13 (the “2013 Ordinance”) extending the length of the affordability controls for the 103 existing Avalon Princeton Junction affordable units; and
- WHEREAS, Avalon Watch contested the validity of the 2013 Ordinance in that certain lawsuit entitled Avalon Watch, LLC v. Township of West Windsor, et al., bearing Docket No. MER-L-920-15 (the “Avalon Watch Litigation”); and
- WHEREAS, Avalon Watch and the Township have mutually agreed to a settlement of the Avalon Watch Litigation, which settlement requires the parties to execute a Settlement and Redeveloper’s Agreement, file a Stipulation of Dismissal of the Avalon Watch Litigation (the “Stipulation of Dismissal”) and execute a Release in connection with the issues raised therein (the “Release”); and

WHEREAS, as part of the settlement, the Township will make certain modifications to the standards governing the redevelopment of the Tract to enable AVB to proceed with the redevelopment thereof; and

WHEREAS, AVB proposes to redevelop the Tract by constructing thereon a total of 800 residential units, 16.5% of which will be deed restricted as affordable units in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 *et seq.* and a portion of which will be age-restricted in accordance with federal law to be occupied by households fifty-five years or older, along with other site improvements, some of which will be available to the general public (collectively, the “Project”); and

WHEREAS, the Township and AVB desire to memorialize the terms of the settlement of the Avalon Watch Litigation and the terms of the construction of the Project on the Tract in a Settlement and Redeveloper’s Agreement (the “Settlement and Redeveloper’s Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Township Council of West Windsor, County of Mercer, State of New Jersey, that AVB is hereby designated as the redeveloper of the Tract, subject to the execution by the Township and AVB of the Settlement and Redeveloper’s Agreement.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Settlement and Redeveloper’s Agreement and any document referenced therein or attached thereto, in substantially the same form as that on file with the Township Clerk, along with such other documents as are necessary to effectuate the intent of this resolution including, but not limited to, the Stipulation of Dismissal and the Release.

ADOPTED: June 11, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at its meeting held on the 11th day of June, 2018.

Sharon L. Young
Township Clerk
West Windsor Township

TO: WEST WINDSOR TOWNSHIP COUNCIL

**CC: HEMANT MARATHE, MAYOR
MARLENA SCHMID, BUSINESS ADMINISTRATOR
SAMUEL SURTEES, LAND USE MANAGER
MICHAEL W. HERBERT, ESQ., TOWNSHIP ATTORNEY**

FROM: MCMANIMON, SCOTLAND & BAUMANN, LLC

SUBJECT: AVALONBAY COMMUNITIES SETTLEMENT AND REDEVELOPER'S AGREEMENT

DATE: MAY 31, 2018

The Township Council will discuss a Resolution at its meeting scheduled for Monday, June 11, 2018, proposing to designate AvalonBay Communities, Inc. (hereinafter "AVB") as the "redeveloper" of the property known as Block 6, Lots 8, 54, 55.01 and 76 (the "Property") under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the "Redevelopment Law"). The Property is in District RP-1 of the Township's existing Princeton Junction Redevelopment Plan. The proposed resolution also authorizes the execution of a "Settlement and Redeveloper's Agreement" with AVB. The purpose of this memorandum is to briefly explain the proposed Resolution and Settlement and Redeveloper's Agreement (the "Agreement").

In or around 1988, Avalon Watch, LLC ("Avalon Watch"), an affiliate of AVB, constructed a 512-unit inclusionary development, currently known as Avalon Princeton Junction, located at 1000 Jamie Brooks Lane in the Township. 103 of the 512 Avalon Princeton Junction apartment units have been deed restricted as affordable units for low and moderate income households since their construction. In 2013, the Township Council enacted Township Ordinance 2013-13, extending the length of the affordability controls for the 103 affordable Avalon Princeton Junction units.

Avalon Watch contested the validity of the 2013 Ordinance (the "Avalon Watch Litigation"). The proposed Agreement authorized by the proposed Resolution would end the Avalon Watch Litigation and enable AVB to undertake the redevelopment of the Property.

Resolution Making Redeveloper Designation

Under the Redevelopment Law, the Township has the ability to take a number of actions to effectuate the redevelopment of property in a redevelopment area. Among other things, the Township may negotiate directly with an interested redeveloper, and

enter into a "Redevelopment Agreement" with such redeveloper, which memorializes the parties' understanding of how such property will be redeveloped. A Redevelopment Agreement is a comprehensive document, in which parties, among other things, identify the property to be redeveloped, set forth in some detail the components of the proposed project, and identify other terms and obligations important to the parties.

AVB, currently the contract purchaser of the Property, expressed a desire to redevelop the Property. Upon its approval and execution, the Agreement will control the rights and obligations of the Township and AVB in connection with the redevelopment of the Property. In addition to the elements normally included in redevelopment agreements, the Agreement will resolve the Avalon Watch Litigation.

Settlement Component of the Agreement

The following is a summary of the settlement components of the Agreement.

- **Terms of the Settlement** - Avalon Watch will agree to the extension of affordability controls for the 103 Avalon Princeton Junction units. **Section 1.**
- **Affordable Housing Credits** – The Parties anticipate that the Township will be entitled to 103 credits towards its affordable housing obligation as a result of the extension of the Avalon Princeton Junction affordability controls. The Township's entitlement to the crediting of those affordable housing units will be resolved in separate litigation currently pending and known as In re West Windsor Township, Docket No. MER-L-1561-15 (the "DJ Litigation"). AVB and its related entities shall cooperate with the Township, to the extent necessary, to assist the Township in claiming entitlement to the credits sought in the DJ Litigation. **Section 2.**
- **Stay of Litigation** – Upon the execution of the Agreement, the Parties will jointly notify the Court that the Avalon Watch Litigation has been resolved, subject to the Township taking the necessary subsequent steps to effectuate the redevelopment of the Property in accordance with the terms of the Agreement. To avoid unnecessary litigation expenses, the Parties will jointly request that any discovery and motion practice be stayed in the Avalon Watch Litigation until the Stipulation of Dismissal is filed. **Section 3.**
- **Stipulation of Dismissal** – Following the execution of the Agreement and the passage of at least an additional 45 days for the commencement of any action challenging the approval and execution of the Agreement, AVB will dismiss the Avalon Watch Litigation, with prejudice and without costs, by filing a Stipulation of Dismissal with Prejudice. If any person files a lawsuit or appeal challenging the Agreement, the time period to file the Stipulation of Dismissal will be extended until such lawsuit or appeal is adjudicated and any time period for a subsequent appeal to be filed has passed. **Section 4.**
- **Mutual General Release** – Contemporaneously with the filing of the Stipulation of Dismissal, the parties will execute a general mutual release

regarding all claims and counterclaims raised in, or that could have been raised in, the Avalon Watch Litigation. **Section 5.**

- Prior Redeveloper Agreement Not to Pursue Redevelopment – the current owner of the Property (the “Prior Redeveloper”) was previously designated as the redeveloper thereof and executed an agreement in connection therewith (the “Prior Redeveloper Agreement”). The Prior Redeveloper will execute an agreement with the Township, acknowledging that the Prior Redeveloper Agreement is terminated, thereby providing clarity for the status of AVB. **Section 6.**

Redevelopment Component of the Agreement

The following is a summary of notable components of the Agreement relating to the redevelopment of the Property. Generally, AVB will construct, or cause the construction of, a project consisting of up to 800 housing units, 16.5% of which will be set aside for households of low and/or moderate income, in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 *et seq.* (“UHAC”), along with 37,000 square feet of retail/non-residential space and a public promenade (collectively, the “Project”).

- Designation of Redeveloper/Undertaking of Project – The Agreement identifies AVB as the designated redeveloper of the Property and provides that AVB will construct, or cause the construction of, the Project. **Article 2.**
- The Residential Development – The residential units shall be developed in different sections of the Project and with different building types (“Components”), as described below. **Section 8.**
- The AVB Building – AVB will construct approximately 442 residences (“AvalonBay Building”), of which approximately 37 will be deed restricted to be affordable to low and moderate income households consistent with UHAC. **Section 8(a).**
- The Age-Restricted Building – A developer, which may or may not be AVB, will construct approximately 106 residences, which will be age-restricted in accordance with federal law, to be occupied by households fifty-five years or older. Of these residences, approximately 23 will be affordable to low and moderate income households consistent with UHAC. **Section 8(b).**
- The Townhouse Buildings – A developer, which may or may not be AVB, will construct approximately 152 market-rate townhouses or stacked townhouses. **Section 8(c).**
- An Additional 100% Affordable Housing Development – An additional 100 affordable units will be constructed within a 100% Affordable Housing Development (the “100% Affordable Development”), which will be financed through the federal low income housing tax credit program. The Agreement

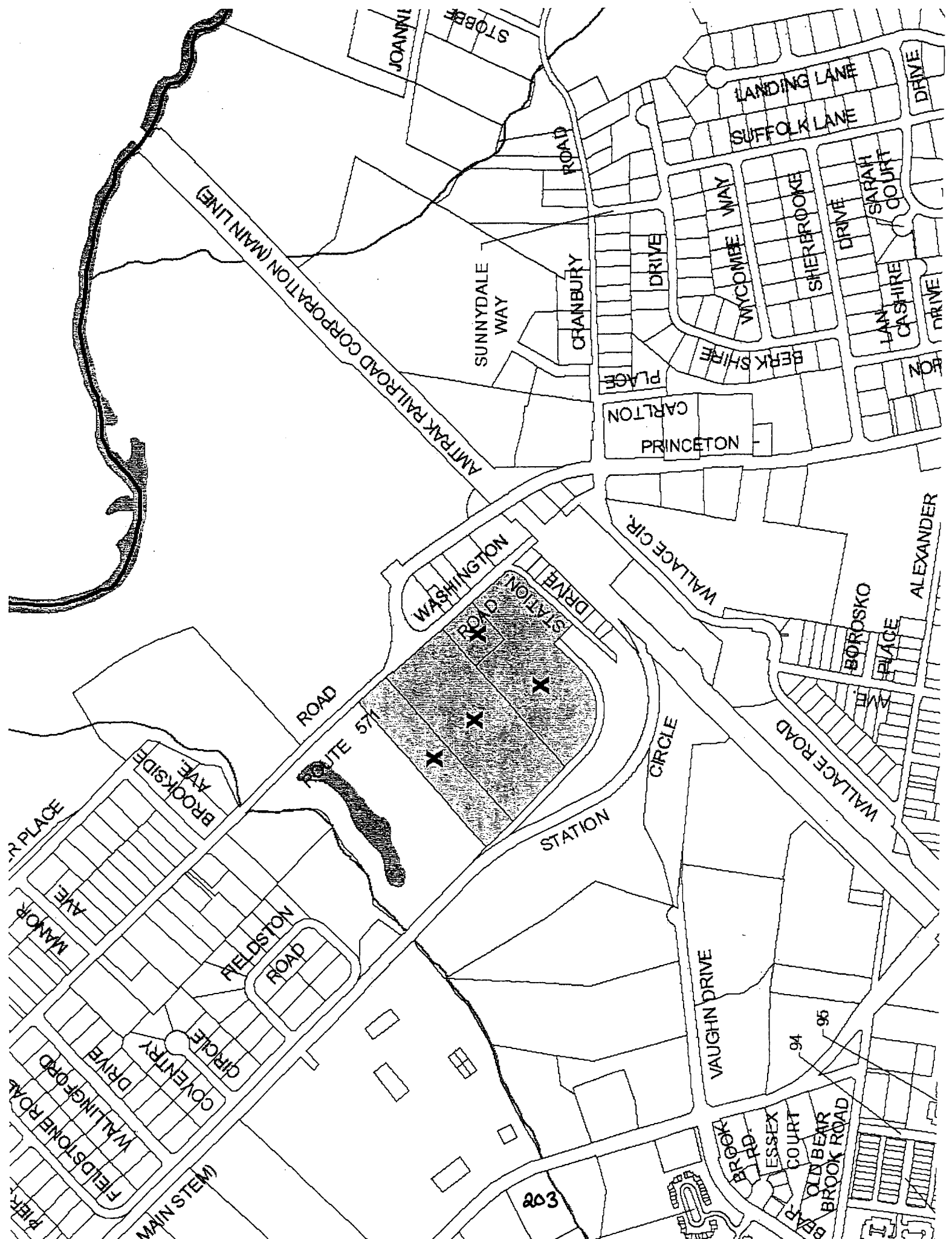
will not govern the redevelopment of 100% Affordable Development. The Agreement contemplates that the Township will enter into a separate redevelopment agreement with the developer identified by AVB to construct the 100% Affordable Development. The Township will enter into a financial agreement regarding payments-in-lieu of taxes for the 100% Affordable Housing Development on terms reasonably satisfactory to the Township and such developer. The 100% Affordable Housing Development will not be considered a Component of the Project. **Section 9.**

- Affordable Housing – 16.5%, or 132 of the 800 housing units comprising the Project, will be affordable to households of low and/or moderate income. Such restrictions shall be memorialized in deeds or similar instruments for such units, and will apply for 30 years. **Section 6(a).** Moreover, it will be necessary for the Township to amend the Redevelopment Plan in order to allow for the construction of these units.
- Non-Residential Space/Promenade – AVB will construct 37,000 square feet of non-residential space on the first floor along the Promenade simultaneously with the construction of the AVB Building. **Section 10.** The Project will also include the construction of a promenade (the “Promenade”), to be built during the initial phase of the redevelopment of the Property. AVB will own and operate the Promenade, but it will be open to the public. AVB and the Township will cooperate to provide programming for the use of the Promenade and to adopt rules and regulations governing its use. The Township will be required to provide insurance for the public’s use of the Promenade. **Section 11.**
- Parking/Residential Site Improvement Standards – The redevelopment may not comply with all of the requirements of the Residential Site Improvement Standards (“RSIS”). In such event, the Township and AVB will cooperate to secure necessary waivers and/or exceptions from RSIS. Given the mixed-use nature of this redevelopment and its proximity to the Princeton Junction Train Station, a shared parking analysis and/or a reduced parking standard may be appropriate. **Section 13.** The Parties will work with New Jersey Transit and the West Windsor Parking Authority to secure after-hours and weekend use of parking facilities owned by those entities. **Section 14.**
- Sub-Redevelopers/Permitted Transfers – The Agreement provides that AVB is designated redeveloper for the Project. It also provides, however, that AVB may contract with other developers to construct own or maintain different portions of the Project. **Section 16.** The Agreement recognizes that AVB may convey/transfer certain interests in the Property and/or the Project in order to effectuate the construction of the Project. This is standard practice in redevelopment agreements, and where AVB seeks to transfer to a separate developer (a “Sub-Redeveloper”), AVB and such Sub-Redeveloper must execute an Assignment and Assumption Agreement in the same form as that attached as **Exhibit H** to the Agreement. This will ensure that such Sub-

Redeveloper will construct what the Township is expecting to be constructed. **Section 17.**

- Covenants and Restrictions – In accordance with requirements of the Redevelopment Law, AVB will make certain covenants to the Township. Moreover, AVB will record, in the County's land records, a Declaration of Covenants and Restrictions providing notice that the Agreement, including such covenants and restrictions, apply to the Property. **Section 18.**
- Certificate of Occupancy/Certificate of Completion – AVB will apply for Certificate(s) of Occupancy in the normal course. Upon the completion of the Project, the Township will execute and record a Certificate of Completion, which is a recordable document evidencing the redeveloper's completion of the Project. **Section 19.** Recording of the Certificate of Completion will discharge the Declaration of Covenants and Restrictions described above.
- Redevelopment Fee – AVB or a Sub-Redeveloper, if applicable, will pay the Township a redevelopment fee equal to \$1,022 per residential unit, due at the time a Certificate of Occupancy is issued for such residential unit, for a total of \$817,600 (800 X \$1,022). The residential units within the 100% Affordable Housing Development will not be subject to this requirement. **Section 20.**
- Off-Tract Improvements - AVB agrees to pay the Township a *pro rata* contribution for off-tract roadway improvements, which will be calculated in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-42, and the applicable Township ordinance. **Section 21a.**
- Realignment of Washington Road – The intersection of Washington Road and Princeton-Hightstown Road will be realigned in accordance with a Concept Plan attached as **Exhibit F** to the Agreement. The Township will make efforts to acquire property from Sarnoff, including by condemnation, if necessary, to facilitate such realignment. The Township will also attempt to acquire County-owned Right of Way in connection with the realignment. The Township will convey all such property to AVB, who will then undertake the realignment. **Section 21b.**
- Default – The Agreement sets forth certain events or circumstances that would constitute a default, entitling the non-defaulting party to terminate the Agreement or take other actions to enforce such party's rights. The Agreement also identifies certain circumstances under which a delay in performance will be excused (i.e., Force Majeure). **Section 28.**
- Liquor Licenses – Given the importance of liquor licenses to the success of the retail/non-residential space within the Project, the Township will cooperate with AVB to secure the maximum number of liquor licenses permitted by law. **Section 29.**

The balance of the Agreement contains relatively standard contract provisions found in a redevelopment agreement. If you have any questions, please contact Kevin McManimon at (973) 622-4869. Thank you.



AMTRAK RAILROAD CORPORATION (MAIN LINE)

WASHINGTON ROAD

ROUTE 571

STATION

CIRCLE

MANOR AVE
BROOKSIDE AVE
COVENTRY CIRCLE
WALLINGFORD DRIVE
FIELDSTONE ROAD
MAIN STREET

VAUGHN DRIVE

WALLACE ROAD

WALLACE CIR

BOROSKO PLACE

ALEXANDER

PRINCETON

CARLTON PLACE

BERKSHIRE DRIVE

WYCOMBIE WAY

SHERBOOKE DRIVE

SARAH COURT

LAN CASHIRE DRIVE

SUFFOLK LANE

LANDING LANE

SUNNYDALE WAY

CRANBURY DRIVE

JOANNI

STORBE

ROAD

DRIVE

DRIVE

ALEXANDER

203

94

95

BROOK ESSEX COURT
OLD BEAR BROOK ROAD

SETTLEMENT AND REDEVELOPER'S AGREEMENT

Avalon Watch, LLC ("Avalon Watch"), a corporation of the State of Delaware with an office located at 671 N. Glebe Road, Suite 800, Arlington, VA 22203, AvalonBay Communities, Inc. ("AVB"), a corporation of the State of Maryland, with an office located at 517 Route 1 South, Suite 5500, Iselin, New Jersey 08830, the Township of West Windsor ("Township"), a municipal corporation of the State of New Jersey with offices located at 271 Clarksville Road, Princeton Junction, New Jersey hereby agree to enter into this Settlement and Redeveloper's Agreement ("Agreement") to settle a certain lawsuit entitled Avalon Watch, LLC v. Township of West Windsor, et al., Docket No. MER-L-920-15 ("Avalon Watch Litigation"), to set forth the terms and conditions for the extension of affordability controls for the existing Avalon Princeton Junction inclusionary development, and to set forth the terms and conditions for the redevelopment of another parcel of land, known as District RP-1 of the Township's existing Redevelopment Plan for Princeton Junction and designated as Block 6, Lots 8, 54, 55.01 and 76, and shall also include a portion of Block 5, Lot 8.05, which shall be acquired for traffic improvements as discussed in more detail in Section 21.b of this Agreement (all of the foregoing is collectively, the "Tract"), with AVB as the designated redeveloper of the Tract, as follows:

The Extension of Affordability Controls (Avalon Princeton Junction)

1. Settlement. The Parties agree that Avalon Watch is the owner of an existing inclusionary development, currently known as Avalon Princeton Junction, located at 1000 Jamie Brooks Lane in the Township, and that the Avalon Princeton Junction development contains a total of 512 apartment units, of which 103 apartment units have been deed restricted as affordable units for low and moderate income households since their construction in

approximately 1988. In the Avalon Watch Litigation, Avalon Watch contested the validity of the Council's adoption of Ordinance 2013-13 ("2013 Ordinance") extending the length of the affordability controls for the 103 existing affordable units. The purpose of this Agreement is set forth in the agreement of the Parties whereby Avalon Watch agrees to the extension of affordability controls for these 103 units and agrees to dismiss the Avalon Watch Litigation as set forth in greater detail below in consideration of the Township adopting and/or executing the Redevelopment Documents (defined below).

2. Affordable Housing Credits. The Parties anticipate that the Township will be entitled to 103 credits towards its affordable housing obligations as a result of the extension of these affordability controls and the dismissal of the Avalon Watch Litigation. The Township's entitlement to the crediting of those affordable housing units will be resolved in a separate litigation currently pending and known as In re West Windsor Township, Docket No. MER-L-1561-15 ("DJ Litigation"). Avalon Watch shall cooperate with the Township to the extent necessary to assist the Township claim entitlement to these credits in the DJ Litigation.

3. Stay of Litigation. Upon the execution of this Agreement, the Parties shall jointly notify the Court that the Avalon Watch Litigation has been resolved subject to West Windsor undertaking the necessary subsequent steps to effectuate the redevelopment of the Tract through the adoption and/or execution of the Redevelopment Documents (defined below). To avoid unnecessary litigation expenses, the Parties shall jointly request to the Court that any discovery and motion practice shall be stayed in the Avalon Watch Litigation until the Stipulation of Dismissal is filed.

4. Stipulation of Dismissal. Following the timely adoption or execution of the Redevelopment Documents (defined below) and the passage of at least an additional 45 days for

any appeal or litigation to be filed challenging the Redevelopment Documents, Avalon shall dismiss the Avalon Watch Litigation with prejudice and without costs by filing a Stipulation of Dismissal with Prejudice, which shall be executed by counsel for each Party. If any person files a lawsuit or appeal challenging the Redevelopment Documents, the time period to file the Stipulation of Dismissal shall be extended until such lawsuit or appeal is adjudicated and any time period for a subsequent appeal to be filed has passed.

5. Mutual General Release. Contemporaneously with the filing of the Stipulation of Dismissal, the Parties shall execute a general mutual release in a mutually satisfactory form regarding all claims and counterclaims raised in the Avalon Watch Litigation and all claims and counterclaims that could have been raised in the Avalon Watch Litigation.

The Redevelopment of the Tract (Train Station District RP-1)

6. Agreement Not to Pursue Prior Redevelopment Agreement. The Parties acknowledge that the Tract was the subject of an earlier Settlement and Redeveloper's Agreement fully executed on November 24, 2010 and an Amendment to Settlement and Redeveloper's Agreement fully executed on September 8, 2011 (collectively, "Prior Redevelopment Agreement"). In exchange for the execution of this Agreement, the development of the Tract will not proceed pursuant to the Prior Redevelopment Agreement. AVB was not a party to the Prior Redevelopment Agreement and will not pursue any efforts to redevelop the Tract under it. The Parties acknowledge that the owner of the Tract, as successor-in-interest to IC/L-A Washington Road, L.L.C., shall execute a separate document, which shall be in the form of the document attached hereto as Exhibit A, acknowledging that the owner of the Tract will not pursue any efforts to redevelop the Tract under the Prior Redevelopment Agreement.

7. Overview of the Amendments. The Township previously adopted a Zoning Ordinance and a Redevelopment Plan, which was adopted on or about November 22, 2010, and as subsequently amended (“2010 Redevelopment Plan”) governing the redevelopment of the Tract. To date, the Tract has not been redeveloped in accordance with the 2010 Redevelopment Plan. AVB is the current contract purchaser of the Tract and was not involved in the adoption of the 2010 Redevelopment Plan. In this Agreement, the Parties agree that certain modifications to the standards governing the redevelopment of the Tract are warranted to enable the redevelopment of the Tract to proceed (together with any off-Tract improvements, the “Project”). The overview of the parameters of the redevelopment of the Tract are as follows:

a. The overall residential density of the Tract shall remain 800 total residential units, which shall be provided in different sections of the Project and/or building types (“Residential Components”) as set forth in Paragraph 9 of this Agreement.

b. 16.5% of the total number of residential units shall be deed restricted as affordable units in accordance with the Uniform Housing Affordability Controls (“UHAC”), N.J.A.C. 5:80-26.1, et seq. The percentages of the affordable units within each Component (defined below) is set forth in Paragraph 9 of this Agreement.

c. The Redevelopment Plan Amendment shall not require for-sale residential units and shall permit rental residential units.

d. A hotel shall be a permitted use, but shall not be considered non-residential space for purposes of calculating the minimum amount of non-residential space as set forth below in subsection 6.e of this Agreement.

e. The amount of indoor non-residential space, as defined in the ordinances attached hereto as Exhibits D and E, shall be modified to require no more than 37,000 square feet

as a minimum. As used in the Redevelopment Plan Amendment, non-residential space shall be broadly defined to include a variety of non-residential uses, such as (but not limited to) retail, personal service establishments and restaurants. Non-residential uses may be located on the first floor of multi-use buildings, except that freestanding one or two-story non-residential structures are permitted to be located within the promenade as kiosks or fronting the promenade in a corner location as a non-residential building. Hotels and kiosks and commercial uses within a hotel shall not be counted towards the minimum indoor non-residential square footage requirement.

f. The promenade as set forth in the Concept Plan (attached hereto as **Exhibit B**) (“Promenade”) shall be included within the Project.

These settlement parameters are set forth in the exhibits to this Agreement. The Concept Plan setting forth the Project is attached hereto as **Exhibit C**. This Agreement is contingent on the Township adopting the Zoning Ordinance Amendment (attached hereto as **Exhibit D**) and the Redevelopment Plan Amendment (attached hereto as **Exhibit E**) to enable this Project to be constructed within the time period set forth in Paragraph 23 of this Agreement. The term “Redevelopment Documents” shall collectively refer to the Zoning Ordinance Amendment, the Redevelopment Plan Amendment, and the Resolution designating AVB as redeveloper (Paragraph 16 of this Agreement).

8. Subdivision of Tract and/or Condominium Association. AVB shall have the sole discretion to subdivide any building(s), structure(s) or use(s) on separate lots, in which case there shall be appropriate documentation and/or cross-easements to create separate building(s), structure(s) or use(s) as separate units within a condominium association, ground lease or other ownership structure. Shared rights to use the common areas in accordance with a Master Deed (or other appropriate document), if necessary, shall be prepared in the future. The bulk standards

within the Redevelopment Plan Amendment and Zoning Ordinance Amendment shall be based upon the overall Tract and shall not impose requirements, such as setbacks from any internal lots that may be created in the future.

9. Residential Development. The Residential Components shall consist of the AvalonBay Component, the Age-Restricted Component, and the Townhouse Component, as described and defined below and as set forth in the attached Concept Plan (Exhibit B). AVB shall have the sole discretion to make minor adjustments to the number of residential units set forth below within each Residential Component, provided that there will not be more than 800 total residential units in the Project. For purposes of this paragraph, a minor adjustment shall be a change of no more than 5% of the residential units. If there are minor adjustments to the number of residential units within each Residential Component, the corresponding set aside of affordable housing for each Residential Component will be adjusted by AVB to ensure that there will be an overall affordable housing set aside of 132 units (16.5%) within the Project.

a. AVB Component. AVB will construct approximately 550 rental residences (“AvalonBay Building”), of which 18% (99 of 550) will be deed restricted to be affordable to low and moderate income households consistent with UHAC.

b. Age-Restricted Component. A developer, which may not be AVB, will construct approximately 100 residences, which may be rental or for-sale and shall be age-restricted in accordance with federal law to be occupied by households fifty-five years or older. Of these residences, 20% (20 of 100) will be deed restricted to be affordable to low and moderate income households consistent with UHAC.

c. Townhouse Component. A developer, which may not be AVB, will construct approximately 150 residences, which may be rental or for-sale and shall be a

townhouse or stacked townhouse building type. Of these residences, 8.6% (13 of 150) will be deed restricted to be affordable to low and moderate income households consistent with UHAC.

10. Non-Residential Space. AVB shall construct 37,000 square feet of non-residential space, which will be constructed on the first floor along the Promenade simultaneously with the construction of the AVB Component. AVB shall not be required to have any leases signed and shall not be required to have the space fitted out for any specific tenant for the non-residential space for certificates of occupancy (COs) to be issued for the residential units, as the Parties recognize that the leasing of the non-residential space is dependent upon market forces outside of the control of AVB

11. The Promenade.

a. The Parties recognize the special importance of the Promenade in the development for the Township and its residents in addition to the residents of the redevelopment of the Tract. The Zoning Ordinance Amendment and the Redevelopment Plan Amendment will govern the standards of the development of the Promenade. AVB shall construct the Promenade as part of the initial phase of construction of the redevelopment of the Tract. The Parties agree to cooperate to develop reasonable rules and regulations to govern and provide programming for the public use of the Promenade. The Promenade will be owned and maintained by AVB, but shall be open to the public subject to the forgoing rules and regulations.

b. AVB shall install at least one accessory pavilion within the Promenade to serve as a sheltered public gathering space. The pavilion(s) shall be permanently affixed and constructed primarily of glass or other transparent material subject to the approval of the Township to enhance the visibility and openness of the promenade area. The design of the pavilion(s) shall complement the architectural style, type, and design of the Promenade and its surrounding

buildings. The pavilion(s) shall be utilized as a flex space for public gatherings and public performances and shall be capable of hosting community events including but not limited to art showings, musical, film and theatrical presentations, craft fairs, seasonal and holiday events, and similar activities.

12. Phasing of Affordable Units. The Parties agree that the affordable housing units within each Residential Component shall be phased with the market rate units constructed in each Residential Component in accordance with COAH's Round Two regulations, N.J.A.C. 5:93, which are set forth in **Exhibit G**. The Parties acknowledge and agree that this phasing schedule of the construction of the affordable units is appropriate given that Avalon Watch is consenting to the extension of the affordability controls for 103 units located in Avalon Princeton Junction as set forth elsewhere in this Agreement. AVB shall cooperate with the Township to the extent necessary to assist the Township claim entitlement to credits for these affordable housing units in the DJ Litigation

13. Residential Site Improvement Standards. The Parties recognize that the development may not comply with all of the requirements of the Residential Site Improvement Standards ("RSIS"), and that the Township shall cooperate with AVB to secure all waivers and/or exceptions from RSIS as are approved by the Planning Board. Given the mixed use nature of this redevelopment, the Township agrees that a shared parking analysis may be appropriate for the number of parking spaces to be provided. In addition, given the Tract's proximity to the Princeton Junction Train Station, the Parties agree that an alternative parking standard regarding the required parking spaces may be appropriate.

14. Shared Parking with New Jersey Transit and West Windsor Parking Authority. The Parties contemplate that retail customers, users of the Promenade, and other visitors may

need weekday after-hours and weekend access to the parking facilities owned by New Jersey Transit or the West Windsor Parking Authority. The Parties shall cooperate to achieve this goal if necessary. Any failure by them shall not cause a termination of this Agreement.

15. Phasing of Construction. The Project shall be substantially consistent with the Concept Plan (attached as Exhibit B). The phases of the development shall be set forth in the site plan approval for the Project. AVB shall have the option of simultaneously obtaining preliminary and final site plan approval for the entire Project or of any Component.

16. Designation of AVB as Redeveloper. By the approval of this Agreement, the Township hereby designates AVB as the redeveloper ("Redeveloper") of the Tract pursuant to the Local Housing and Redevelopment Law ("LHRL"), N.J.S.A. 40A:12A-1, et seq. AVB may, in its discretion, contract with other developers to construct, own and/or maintain different buildings and improvements within the Tract as set forth in the Permitted Transfers paragraph below.

17. Permitted Transfers. Township hereby consents to the following transfers without any future approval or consent necessary, and AVB shall be entitled to effectuate the following transfers, without approval or consent of the Township:

- a. A mortgage or mortgages or other liens and encumbrances (including mechanic's liens) for the purposes of financing the acquisition, development, construction and marketing of the Project;
- b. Utility and other development easements or conveyances;
- c. Environmental covenants and restrictions, if any, imposed by a regulatory agency;

- d. Any leasing or sale of a unit or space within any Component of the Project in the ordinary course of business;
- e. A transfer to (and corresponding assumption by) a transferee (“Sub-Redeveloper”) of the rights and obligations as Redeveloper hereunder applicable to any Component of the Project. If such transfer or transfers occurs, AVB and SubRedeveloper or SubRedevelopers shall execute an Assignment and Assumption Agreement, which shall be substantially in the form as attached hereto as **Exhibit H**, for the respective Components of the Project evidencing such transfer; or
- f. The transfer of any of the stock of AVB or any publically traded Sub-Redeveloper.
- g. Any wholly owned subsidiary, including without limitation a single purpose entity.
- h. Any assignments pursuant to paragraph 36 of this Agreement.

AVB shall provide notice to the Township of any such transfer set forth above in subsection f.

18. Covenants Required by LHRL. The provisions of this paragraph shall run with the land pursuant to the LHRL, specifically N.J.S.A. 40A:12A-9, and AVB will execute and record, in the Mercer County Clerk’s office, a separate document to be in recordable form, which shall be substantially in the form as attached hereto as **Exhibit I**, to set forth these requirements in greater detail. AVB (or such other entity as set forth as a Permitted Transfer (Paragraph 17) or as an Assignment (Paragraph 36)) shall construct the uses that are within the existing redevelopment plan as shall be amended as set forth in this Agreement. AVB shall begin building the improvements within twenty-four (24) months following the receipt of all necessary

permits and approvals for any part of the Project. Other than Permitted Transfers (Paragraph 17) and Assignments (Paragraph 36), prior to the issuance of the Certificate of Completion, AVB shall be without the power to sell, lease or otherwise transfer AVB's obligations as the Redeveloper to another entity without the written consent of the Township, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVB's rights regarding a Permitted Transfer in paragraph 17 of this Agreement shall supersede the provisions of this paragraph and shall not be affected or limited in any way.

19. Certificate of Completion. At the time the improvements contemplated by this Agreement are constructed, the Township shall, within twenty (20) days of being notified in writing, issue a certificate of completion for the Project or the Component of the Project that has been completed. If the Township determines, however, that the Redeveloper is not entitled to a certificate of completion, the Township shall, within such twenty day period, provide the Redeveloper with a written statement of the reasons the Township refused or failed to furnish a certificate of completion. Notwithstanding the foregoing, if the Project or respective Component is substantially complete, the Township will issue its certificate of completion upon the posting of a bond (or other reasonably satisfactory security) by the Redeveloper with the Township in an amount representing 125% of the value of the work not yet completed within the respective Component, less the amount of any completion guaranty already posted for such work in accordance with the Municipal Land Use Law. At the time a Certificate of Completion has been issued for the Project, the conditions that led to the Tract being declared an Area in Need of Redevelopment shall no longer exist and the Township's eminent domain powers under the LHRL shall no longer exist.

20. Redevelopment Fee. AVB, or the applicable Sub-Redeveloper, shall pay the Township a redevelopment fee equal to \$1,022 per market rate residential unit, which shall be paid at the time a CO is issued for the residential unit.

21. On-Tract and Off-Tract Infrastructure.

a. AVB agrees to pay the Township a pro rata contribution for the off-tract roadway improvements, which shall be calculated in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-42, and the applicable municipal ordinance.

b. (1) The Parties agree that there shall be a realignment of the Princeton-Hightstown Road and Washington Road intersection and related traffic improvements for same, which is depicted on the Concept Plan attached hereto as **Exhibit F**.

(2) The Township shall make a good faith effort to acquire approximately two (2) acres of land within Block 5, Lot 8.05, currently owned by the Sarnoff Research Institute and within the area depicted on the Concept Plan between and including the existing Washington Road and the realigned Washington Road. If the Township is unable to secure the conveyance of such acreage from Sarnoff Research Institute without consideration, the Township shall seek to acquire such acreage for fair and reasonable consideration (e.g. appraised fair market value), and, if it is unsuccessful in doing so, the Township shall condemn such acreage. Subject to paragraph 21b(4), AVB agrees to pay the cost of voluntary acquisition or condemnation, including any required Township defense. Any costs of acquisition of such acreage paid by AVB shall be a credit against its pro-rata traffic costs to be computed under Section 21a of this Agreement. In any eminent domain proceeding, AVB shall have the right to review and approve any settlement offers and shall have the right (but not the obligation) to fully participate as a party in the eminent domain proceedings. AVB shall also have the right to review and approve any offer for

voluntary acquisition of such acreage and AVB shall not have any obligation to pay for the costs of eminent domain or voluntary acquisition if AVB does not approve such costs before they are incurred, except that AVB recognizes that, if the property is acquired through condemnation, the cost of acquisition will not be known until after the Township acquires the property.

(3) In addition to the portion of Block 5, Lot 8.05 necessary for the re-alignment of Washington Road as described in Subsections 21b(1) and 21b(2) above is acreage of Mercer County-owned right-of-way, including the existing Washington Road cartway. The Parties agree to work cooperatively with Mercer County for the conveyance to the Township of such acreage without monetary consideration (including vacating any public rights to utilize the right-of-way), the consideration for the conveyance being the installation of the realigned Washington Road as shown on the Concept Plan and related improvements to be installed by AVB. AVB recognizes that circulation improvements on and adjacent to its property are necessary and that a program acceptable to Mercer County and Township will have to be put in place.

(4) Upon preliminary and final approval of the AVB phases of the Project and 45 days having run from the notice of the publication of the resolution memorializing such approval without an appeal thereof having been filed, AVB having secured all necessary permits and approvals from governmental agencies without litigation challenging same, and AVB having acquired the 25+/- acres shown on the Concept Plan, the Township shall convey the acreages conveyed by Sarnoff Research Institute and Mercer County to AVB.

(5) The improvements shown on the Concept Plan, and specifically Exhibit F, with respect to the realigned Washington Road shall be installed by AVB. If the Township acquires the property described in subsection (2) above and transfers the property to AVB without consideration, AVB shall not be entitled to reimbursement from Sarnoff Research Institute for

the traffic improvements described in subsection a(1) above. The cost of installing the improvements realigning Washington Road, including the related intersection improvements, as certified by the Township Engineer, shall be a credit against AVB's pro-rata traffic costs as computed under Section 21.a of this Agreement.

(6) The area of land acquired from Sarnoff Research Institute and the County of Mercer shall be included in the Redevelopment Area as part of District RP-1, AVB shall be the Redeveloper of this area of land, and the development of this area of land will be subject to this Agreement.

(7) The land to be acquired not used for roadway and related improvement shall be used as open space, passive recreational use or storm water management facilities, with a design approved by the Planning Board and, if applicable, amenities installed by AVB consistent therewith.

22. Escrow. AVB shall post escrow with the Township to fund the Township's staff and professional consultants to review and prepare documents and other work related to the redevelopment of the Tract. The Township, including its staff and professional consultants, shall abide by the terms of the Municipal Land Use Law, specifically N.J.S.A. 40:55D-53.1, et seq., regarding the vouchers and notice to AVB of withdrawals from the escrow.

23. Effectuation of Redevelopment. This Agreement is contingent upon, no later than 45 days from the execution of this Agreement, the Township Council and Mayor completing any necessary governmental actions to adopt and/or execute the Redevelopment Documents.

24. Court Approval. The Parties do not believe that Court approval of this Agreement is required due to the nature of the dispute between the Parties and the existence of other litigation governing the Township's compliance with its affordable housing obligations. If the

Court requires its approval of this Agreement, the Parties shall cooperate to obtain the Court's approval of the Agreement and undertake any and all reasonable actions that are required or necessary to promptly obtain the Court's approval.

25. Site Plan Approval Procedures. At any time after the Amended Redevelopment Plan has been adopted and this Agreement has been executed by the Parties, AVB shall be permitted to file an application for preliminary and/or final site plan approval and/or subdivision approval ("SPA"), which shall be generally consistent with the Concept Plan (**Exhibit B**). AVB shall be permitted to file for preliminary and final site plan approval simultaneously. The Parties acknowledge that the Project has undergone an extensive public review process and that the Project will advance a number of public purposes, including without limitation the provision of affordable housing. The Township's professionals have reviewed the Concept Plan (attached as **Exhibit B**), and have found it to be a compliance with the Amended Redevelopment Plan (attached as **Exhibit D**) and the Amended Zoning Ordinance (attached as **Exhibit C**) although the Project has not been fully engineered and is, therefore, subject to further revision based upon final engineering design. In view of the public purposes to be served by this Project and the need to remove undue cost generative requirements, the SPA shall be expedited before the Planning Board and shall be acted upon within the time periods set forth under the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-1, et seq. The Parties agree that special meetings, at AVB's cost, should be held, if necessary, to ensure that these time periods are met.

26. Cooperation with Respect to Outside Agency Approvals. The Township agrees to cooperate with AVB to obtain all outside agency approvals necessary to effectuate the redevelopment of the Tract consistent with the provisions of this Agreement.

27. Sewer. The Township shall diligently and promptly undertake any action necessary to ensure that the Project has sufficient sanitary sewerage supply, except that it shall have no responsibility with respect to capacity in the Stony Brook Regional Sewerage Authority. AVB shall be responsible for any upgrades to the sanitary sewerage system made necessary by the Project, to the extent required by the Planning Board as a condition of site plan approval, subject to applicable law (e.g., N.J.S.A. 40:55D-42) and Township ordinances.

28. Enforcement of Agreement. In the event that any Party shall fail to perform any obligation on its part to be performed pursuant to the terms and conditions of this Agreement, then unless such obligation is waived by the Party or Parties for whose benefit such obligation is intended, such failure shall constitute a default, and such Party for whose benefit such obligation is intended, shall have available any and all remedies that may be provided in equity or under the laws of the State of New Jersey. Prior to bringing any action in connection with enforcement of this Agreement, there shall be an opportunity for cure of the alleged default, as follows: (a) the benefitting Party shall notify the allegedly defaulting Party of such alleged default, with specificity as to the nature of the claimed default; (b) the allegedly defaulting Party shall have ten (10) business days to effect a cure, or to provide alternative means of curing the default, which time period shall be extended for up to an additional ninety (90) days provided the defaulting Party is proceeding diligently and continuously to cure such alleged default; (c) the benefitting Party shall promptly notify the allegedly defaulting Party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies as provided herein. Jurisdiction with respect to any litigation related to this Agreement by way of enforcement or post-judgment relief shall exclusively be in the Superior Court of New Jersey, venued in Mercer County.

29. Liquor Licenses. The Parties recognize that liquor licenses are important to the success of the retail, non-residential space. The Township agrees to cooperate with AVB so that it may secure the maximum number of liquor licenses permitted by law.

30. Necessary Township Actions Beyond this Agreement. The Parties recognize that to accomplish the objectives of this Agreement and their redevelopment objectives, the Township has certain powers pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., that could be utilized by the Township to implement the purposes of this Agreement and the Amended Redevelopment Plan. In an effort to implement this Agreement, the Township agrees to consider the utilization of such additional, statutory powers, and, in the event that the Township exercises such authority(ies) for the benefit of the Parties pursuant to this Agreement, AVB shall be required to reimburse the Township of all such fees and costs. Notwithstanding the foregoing, the Township hereby agrees not to utilize its powers of eminent domain adverse to AVB. The Township agrees to use its powers of eminent domain to facilitate any off-Tract improvements, including but not limited to roadway improvements.

31. Caption. Captions and titles to this Agreement and the several sections are inserted for the convenience of reference only, and are in no way to be construed as defining, limiting, or modifying the scope and intent of the various provisions of this Agreement.

32. Validity. In the event any one or more of the provisions of this Agreement shall be held to be invalid, void or unenforceable, the Parties shall, within thirty (30) days of such determination attempt to restructure this Agreement in accordance with its intent.

33. Cooperation. The Parties agree to fully cooperate with each other in order to carry out the provisions of this Agreement.

34. Waiver. Failure to enforce any of the provisions of this Agreement by any other Party shall not be construed as a waiver of those provisions.

35. Entire Agreement. This Agreement (which shall be deemed to incorporate and include any introductory paragraphs, recitals and attached Exhibits) contains the Entire Agreement between the Parties. No representative, agent or employee of any Party has been authorized to make any representations and/or promises with reference to this Agreement, or to vary, alter, or modify the terms hereof except as stated herein. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Parties.

36. Assignment. Following execution this Agreement by all of the Parties and notwithstanding any other provision in this Agreement to the contrary, the benefits and obligations of this Agreement may be assigned in whole or in part, subject to the assignee becoming bound to the provisions. In addition to the Permitted Transfers set forth in paragraph 17 above, AVB shall have the right to assign its rights, in whole or in part, under this Agreement or to any of the subsequent agreements and/or development approvals contemplated herein to any affiliates and/or subsidiaries. The Township shall be provided with notice of any assignment.

37. Preparation. The Parties acknowledge that this Agreement has been prepared by attorneys for each of the Parties, and, therefore, this Agreement shall be construed on a parity among the Parties and any presumption for resolving ambiguities against the drafter shall not apply.

38. Construction. This Agreement has been entered into and shall be constructed, governed and enforced in accordance with the laws of the State of New Jersey.

39. Notice and Time of Performance. All notices required to be given under this Agreement shall be in writing and shall be given: (a) by e-mail, if provided; and (b) by certified mail, return receipt requested, or by FedEx or similar reputable overnight delivery service as follows:

To Avalon Watch or AVB:

Mr. Ronald S. Ladell
Senior Vice President
AvalonBay Communities
517 Route 1 South
Suite 5500
Iselin, New Jersey 08830
E-mail: ronald_ladell@avalonbay.com

AvalonBay Communities, Inc.
600 Atlantic Ave.
20th Floor
Boston, MA 02210
Attention: William M. McLaughlin, Executive Vice President

AvalonBay Communities, Inc.
Ballston Tower
671 N. Glebe Road, Suite 800
Arlington, Virginia 22203
Attention: General Counsel

Robert A. Kasuba, Esq.
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, New Jersey 08033
E-mail: rkasuba@bisgaierhoff.com

To Township:

Clerk
271 Clarksville Road
Princeton Junction, NJ 08550
Email:

With copies to:

Gerald J. Muller, Esq.
Miller, Porter & Muller, P.C.
Suite 540
One Princeton Square
Princeton, NJ 08542
E-mail: gmuller@mpmglaw.com

Any Party, on notice provided, may change the names and address of those persons or entities entitled to notice on behalf of that Party. Notices shall be deemed received upon the date set forth in the return receipt or the date of delivery, which ever applies. Should any date on or before which the performance of any act is required under the terms of the Agreement fall on a Saturday, Sunday, legal holiday in the State of New Jersey, the date for performance shall be extended to and shall occur on the next succeeding business day. All references to days shall be deemed to refer to calendar days unless the context clearly and unequivocally requires otherwise. Except as otherwise set forth herein, any act to be performed on or before a certain day shall be deemed to be required to be performed on or before 5:00 p.m. on the day set forth and, if performed after 5:00 p.m., shall be deemed not to have been performed on that date, but on the succeeding date.

40. Date of Agreement and Counterpart Signature. This Agreement shall be dated on the face page, the date last signed by any of the Parties. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts or electronic counterparts (such as a PDF), shall be acceptable and enforceable as if an original signature.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties and/or their authorized representatives have signed this Agreement.

Witness: AVALON WATCH, LLC

_____ By: _____

Name:

Witness: AVALONBAY COMMUNITIES, INC.

_____ By: _____

Name: _____

Witness: TOWNSHIP OF WEST WINDSOR

_____ By: _____

Name:

Settlement and Redeveloper's Agreement 5.17.18

LAW OFFICES
MILLER PORTER & MULLER, P.C.
Suite 540
One Palmer Square
Princeton, New Jersey 08542

William Miller (1913-1977)
Allen D. Porter
Gerald J. Muller

Telephone (609) 921-6077
Fax (609) 497-1439
e-mail address: gmuller@mpmlaw.com

MEMORANDUM

Via electronic transmission

To: Township Council
From: Gerald J. Muller
Re: AvalonBay Communities Settlement and Redeveloper's Agreement
Date: June 11, 2018

.....

Please note that the bullet in the memorandum from McManimon, Scotland & Baumann entitled "An Additional 100% Affordable Housing Development" (pages 3-4) was inadvertently included and should be disregarded. As you know, a 100% affordable housing development is not a component of the plan.

cc: Hon. Hemant Marathe
Ms. Marlena Schmid
Ms. Sharon Young
Mr. Samuel J. Surtees
Michael W. Herbert, Esq.
Kevin P. McManimon, Esq.

(all via electronic transmission)

RESOLUTION

WHEREAS, 2018-2019 applications for renewal of liquor licenses have been submitted electronically to the Division of Alcoholic Beverages; and

WHEREAS, the appropriate fees have been received; and

WHEREAS, the Police Division has indicated that it finds no reason to object to the renewals listed below; and

WHEREAS, the Health Department has inspected the premises and finds them to be in satisfactory condition; and

WHEREAS, no objection to any of these renewals has been filed with the Clerk's office; and

WHEREAS, the Alcoholic Beverage Retail Licensee Clearance Certificates for Renewal have been issued.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the renewal of the Alcoholic Beverage Licenses for the following are hereby approved:

PLENARY RETAIL DISTRIBUTION LICENSE

- 1113-44-011-005** Wegmans Food Market Inc.
- 1113-44-014-002** Trader Joes East Inc. (Trader Joes)
- 1113-44-004-011** Princeton Market Inc. (McCaffrey's Wine & Spirits)

PLENARY RETAIL CONSUMPTION LICENSE

- 1113-33-001-007** Cranbury Management Inc. (The Bog)
- 1113-33-002-006** AntSul-BWW VII LLC (Buffalo Wild Wings)
- 1113-33-003-010** GC Fridays NJ/PA LLC (TGI Fridays Inc.)
- 1113-36-005-014** Princeton Dining LLC (Anjappaar Chettinad)
- 1113-36-008-005** AVR Princeton Hotel Tenant LLC (Hyatt Regency)
- 1113-33-009-003** Landry's/C.A. Muer Corporation (Big Fish)
- 1113-33-010-004** OTB Acquisition of New Jersey (On the Border Mexican Café)
- 1113-33-012-003** PF Changs China Bistro
- 1113-33-013-004** BHTT Entertainment LLC (Brick House Tavern)
- 1113-33-015-003** Carnegie HP F&B LLC (Hyatt Place)
- 1113-33-016-002** GMRI Inc. (Bahama Breeze and Seasons 52)

Adopted: June 11, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 11th day of June, 2018.

Sharon L. Young
Township Clerk
West Windsor Township