

Master Plan Element Section IV

Housing Element & Fair Share Plan

Supplemental Appendices Book 3

Township of West Windsor



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Overview

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

Appendices

Appendix 1:
Ellsworth Expansion Resolution

4. Lot 76 lies within the southeasterly portion of the site, with an area of approximately 0.88 acres. It is an irregularly-shaped corner lot that fronts along Cranbury Road and an unnamed right-of-way for approximately 140 feet and 290 feet respectively. It is developed with a single-family dwelling.

5. Lot 62 lies within the northeasterly portion of the site, with an area of approximately 0.77 acres. Also somewhat rectangularly shaped, it fronts along an unnamed right-of-way for approximately 160 feet and has a depth of approximately 200 feet at its greatest. It is also developed with a single-family dwelling.

6. Surrounding land uses are varied, consisting of commercial uses to the south and west, an open space lot and the Northeast Corridor railroad tracks to the north, and single-family dwellings to the east. The recently-approved Princeton Ascend mixed-use project also lies to the south of the property.

7. Lot 20 was previously the subject of a redevelopment plan. On February 6, 2014, the Zoning Board of Adjustment (ZBA) approved the Ellsworth Center redevelopment plan for a new mixed-use village-type development (ZB13-01). The plan included the demolition of certain commercial space on site and two existing apartments, and construction of approximately 33,600 square feet of new commercial space as well as 20 second-story residential units, of which 16 were to be market-rate one-bedroom units and four reserved as affordable housing units. These affordable units were to consist of a one-bedroom unit, two 2-bedroom units, and one 3-bedroom unit. Altogether, the site was approved to contain 52,250 square feet of commercial space plus these 20 residential units. To support the redevelopment, approval was also granted to relocate the Cranbury Road access drive and to provide an additional 81 parking spaces and storm water management facilities on Lots 62 and 76.

8. Subsequent to these approvals, the Princeton Junction Redevelopment Plan was amended (Ordinance No. 2017-08) to include Lots 62 and 76, previously in the R-20B district, in the RP-7 district.

JURISDICTION AND RELIEF SOUGHT

9. The subject of this application is within the jurisdiction of this Board. The Board acted within the time required by law.

10. The applicant seeks to modify the existing site plan that was approved by the ZBA in 2014 under application number ZB13-01. The proposed development expands the existing Ellsworth Center by increasing the number of residential units and the amount of retail space. As part of the application, the applicant seeks a "c" bulk variance for side yard setback for Building N-9 where a maximum of 20 feet is permitted and 80 feet is proposed.

11. The applicant proposes to eliminate 10,582 sf of proposed retail in the basement level of the existing building designated as E-1 (Lot 20.02) and add just over 11,000 sf in two new buildings designated as N-8 and N-9, which are to be located on the easterly side of the main driveway, on Lots 76 and 62. This will result in a slight overall increase of total retail area to 53,000 sf. The basement of Building E-1 is proposed to become storage space for future tenants (commercial or residential) of the buildings within the Ellsworth retail center.

12. The applicant proposes to construct 10 apartments to be located on the second stories of Buildings N-8 and N-9, increasing the total number of apartments from the current 20 to 30. Two of the additional units will be affordable units.

13. Building N-8 will have a ground floor retail area of 8,298 sf, which will be divided into separate tenant spaces. Seven apartments are to be located on the second story of Building N-8, to include one 1-bedroom unit, four 2-bedroom units, and two 3-bedroom units.

14. Building N-9 will have retail space consisting of 3,000 sf. Three apartments are proposed on the second story, to include one 1-bedroom unit and two 2-bedroom units. A loft level is also proposed.

15. The previously-approved surface stormwater detention basin area is now proposed for parking spaces displaced by new Buildings N-8 and N-9 along with additional spaces, for a proposed total of 94 spaces, with project stormwater management to be address by an underground detention system.

16. An additional five new parking spaces and a trash enclosure are to be located adjacent to the northwest side of Building E-1.

17. The proposed development addition (Buildings N8 and N9) will be located on the east side of a relocated access drive from Cranbury Road. Pedestrian and vehicular cross

access will be provided between this and the existing development on the west side of the access drive.

18. Access to the proposed development addition will be provided by way of the relocated Cranbury Road two-way, full movement driveway, which is to be realigned with Carlton Place (approximately 35 feet to the east). The existing one-way driveway located along Princeton-Hightstown Road (approximately 65 feet north of Cranbury Road) will be maintained.

19. A total of 186 parking spaces will be provided for the tract, including eight handicap-accessible spaces. Four banked spaces are also proposed.

THE APPLICANT

20. The applicant is the owner of the property.

NOTICE

21. The applicant obtained a list of all property owners within 200 feet of the property that is the subject of this application from the West Windsor Township tax office.

22. The applicant filed an affidavit stating that the notice was given at least ten days in advance of the hearing date to the surrounding property owners and to the public entities required to be noticed. The applicant has also filed a proof of publication confirming that newspaper publication was made in accordance with legal requirements. Proper notice was given.

23. The notice and publication stated that the hearing would be held at the meeting of the Board scheduled for January 23, 2019.

THE HEARING

24. The public hearing on the application was heard on the date for which it was noticed. At the hearing, the applicant and all other interested parties were given the opportunity to present evidence and to be heard.

PLANS PRESENTED

25. At the hearing, the Board reviewed the following plans:

- Site plans entitled “Preliminary and Final Major Site Plan – Ellsworth Center Redevelopment – Block 5, Lots 20, 62 and 76 – West Windsor Township, Mercer County, New Jersey,” prepared by Robert E. Korkuch, P.E., ACT Engineers, Inc., dated November 6, 2018, revised through December 21, 2018, consisting of twenty sheets:
 - Cover Sheet (Sheet 1)
 - Information Sheet (Sheet 2)
 - Existing Condition Plan (Sheet 3)
 - Demolition Plan (Sheet 4)
 - Site Layout Plan (Sheet 5)
 - Utility Plan (Sheet 6)
 - Grading and Drainage Plan (Sheet 7)
 - Landscape Plan and Schedule (Sheet 8)
 - Lighting Plan (Sheet 9)
 - Landscape and Lighting Details (Sheet 10)
 - Construction Details (Sheets 11-18)
 - Soil Erosion and Sediment Control Plan (Sheet 19)
 - Soil Erosion Notes and Details (Sheet 20)
- Plan entitled “Lots 62 & 76 Comparison Exhibit for Ellsworth Center Development,” prepared by ACT Engineers, Inc., consisting of one sheet, dated November 6, 2018, last revised December 21, 2018
- Plan entitled “Boundary and Topographical Survey Plan for Ellsworth’s Center of Lots 20, 62, & 76, Block 5 Situated in Township of West Windsor, Mercer County, New Jersey,” prepared by ACT Engineers, Inc., dated March 13, 2013, revised through May 21, 2018
- Plan entitled “Circulation Plan for Ellsworth Center Development,” prepared by Ingrid Kohler, L.L.A., ACT Engineers, Inc., consisting of one sheet, dated December 21, 2018
- Architectural plans prepared by Timothy Burton, AIA, TJB Architects LLC, dated November 6, 2018, consisting of four sheets:
 - Sheet N-8: Floor Plan & Elevation for Proposed Building N-8
 - Sheet N-9: Floor Plan & Elevation for Proposed Building N-9
 - Sheet S-1: Signage Design
 - Sheet EM-1: Exterior Materials

TOWNSHIP REPORTS

26. At the hearing, the Board considered the following reports presented by Township officials and bodies and consultants to the Board:

- Memorandum from Francis A. Guzik, P.E. to the Board dated January 15, 2019
- Memorandum from Dan Dobromilsky, L.L.A. to the Board dated January 15, 2019
- Memorandum from Joseph H. Burgis, P.P. and David Novak, P.P. to the Board dated January 15, 2019
- Memorandum from James V.C. Yates to the Board dated January 15, 2019
- Memorandum from James L. Kochenour, P.E. to the Board dated January 16, 2019

EXHIBITS AND APPLICANT'S REPORTS

27. At the hearing, the Board considered the following reports prepared by the applicant's consultants and advisors and the following exhibits that were introduced as evidence during the course of the hearing:

- Exhibit A-1 – Colorized original approved 2013 plan
- Exhibit A-2 – Colorized concept plan rendering of new plan, since revised
- Exhibit A-3 – Current landscape plan
- Exhibit A-4 – Rendering of buildings in 2013 approval and current application
- Exhibit A-5 – Sheet N-8b of plan set on presentation board
- Memo entitled “Response to Planning Comments” from ACT Engineers, Inc. to Sam Surtees dated December 21, 2018
- Report entitled “Stormwater Management Report (Supplementary Calculations) for Ellsworth Center Redevelopment – Block 5, Lots 20, 62 and 76 – West Windsor Township, Mercer County, New Jersey,” prepared by ACT Engineers, Inc., dated November 6, 2018, revised through December 21, 2018

- Report entitled "Ellsworth Redevelopment Low Impact Development Report," prepared by ACT Engineers, Inc., dated May 8, 2014, revised through December 18, 2018
- Development Application Package, including checklists and various submittals
- Traffic Impact Study prepared by Langan Engineering, dated November 19, 2018

TESTIMONY AND PUBLIC INPUT

28. The testimony presented by and on behalf of the applicant and advice by Board consultants were given by the following persons:

Dino Spadaccini, Esq. represented the applicant. Sean Ellsworth, a principal with the applicant; Robert E. Korkuch, P.E., the applicant's civil engineer; Ingrid Kohler, L.L.A., its landscape architect; Karl Pehnke, its traffic engineer; and Timothy Burton, its architect, testified on the applicant's behalf.

The following Township staff and professionals gave advice to the Board at the hearing: Francis A. Guzik, P.E.; Joseph Burgis, P.P.; James L. Kochenour, P.E.; and Gerald J. Muller, Esq.

29. The statements of the members of the public made during the course of the hearing may be summarized as follows:

Alison Miller expressed concerns about snow removal and parking. Dan Rappaport of 300 Bunn Drive and Miguel Vilaro of North Post Road testified in support of the application.

FINDINGS AND CONCLUSIONS RE: FINAL SITE PLAN

30. The present application seeks to modify the prior approval in several ways, as described above, but on the whole remains consistent with the character and concept of the original plan and with the idea of continuity of treatment established for the RP-7 District and pursuant to the Princeton Junction Redevelopment Plan. The architectural designs of the new

buildings, for example, reflect the design of the previously-approved buildings and are consistent with the character of the neighborhood. Additionally, the modifications help to ease the transition from the mixed-use district to the residential district along Cranbury Road, such as the proposed lower level retail for proposed Building N-8 facing towards the internal drive and not Cranbury Road.

Extensive traffic analysis has been conducted for the site, and, while the Board is satisfied that the traffic impact can be appropriately managed, a number of conditions are imposed to ensure this result. Several of these conditions also address parking needs, which will increase due to the additional retail and residential development generating increased traffic flow. The Board is persuaded that the two major land use components, commercial and residential, have shared rather than competing parking demands, such that, depending on the time of day, one component will use spaces vacated by the other component.

The new plan also includes a new site circulation for pedestrians and bicycles, as well as landscape design, which appears efficient, comprehensive and, again, consistent with the original plan. The applicant has modified the proposed plan based upon comments at the concept and TRC review stage of the application, and the Board finds that, with the conditions imposed, the layout and dimensions are responsive to Code standards.

As noted, the applicant is proposing to increase the number of residential units from 20 to 30, four of which were originally to be restricted to low and moderate income households with two more among the additional ten units that are part of this application, for a total of six affordable units for the tract.

It is noted that a condition of the original redevelopment site plan was construction of certain improvements to the adjacent open space property, Lot 15. This condition remains, as do all others not inconsistent with the conditions set forth herein.

The RP-7 Princeton Junction Redevelopment Plan District is intended to create a "Main Street" on the eastern side of the rail line through small scale, lot-by-lot incremental development to transform the existing strip commercial form of development along Princeton-Hightstown Road into a village form, with buildings close to the street and improved pedestrian and bicycle access. The purpose of this district is to achieve a desirable mix of commercial, office, civic, and residential land uses within a vibrant, pedestrian-friendly, village environment with an emphasis on uses that serve local needs. The Board finds that the proposed plan fulfills

the spirit and intent of this district's village concept. Through walkways and bicycle paths, it encourages pedestrian flow, and it permits retail and residential uses in close proximity in the same building, with retail on the ground floor and residential on the upper floors. The sharing of parking among residents, customers, visitors and businesses further helps to promote the "Main Street" village-style feel of the area. Having well landscaped and appropriate building setbacks from surrounding roads relieves the density and overly urban feel of any such development, without losing the intimacy of its mixed uses and localized character.

The Board appreciates the complexity of factors that go into a mixed use development such as the present application. The extensive design and Code compliance requirements gives rise to many conditions that will need to be met for the completion of the project. The applicant's strong track record of responsiveness and cooperation with the Township in addressing concerns and requests will help to ensure the future of this project.

31. Findings and conclusions re: site plan approval. The Board finds that, with the waivers granted and conditions imposed, the applicant has met all Township site plan standards. Amended preliminary and final site plan approval, accordingly, is granted.

FINDINGS AND CONCLUSIONS RE: VARIANCES

32. The application necessitates five variances. The variances and the Board's action on it are as follows.

a. Variances: From Sections 200-266B(3)(b) and 200-266B(11)(b), which require a maximum side yard setback of 20 feet (and in the case of 200-266B(11)(b) "for buildings constructed on vacant lots or on lots on which the existing structures have been or will be demolished"), whereas the applicant is proposing a side yard setback of 31.1 feet for Building N-8 and a side yard setback of approximately 80 feet for Building N-9.

Variances granted. The applicant meets the flexible "c" positive criteria under *N.J.S.A. 40:55D-70(c)*. Granting the variance advances several purposes under *N.J.S.A. 40:55D-2* of the Municipal Land Use Law (MLUL). It forms part of a redevelopment plan that advances purpose "a" by providing for more appropriate development of land. It advances purpose "e" by promoting the establishment of appropriate population densities and concentrations. It advances purpose "i" by promoting a desirable visual environment through creative development techniques and good civic design. And, finally, it advances purpose "p" by

offering alternatives to traditional development through use of equitable and effective planning tools.

More specifically, the increased side yard setbacks being proposed for Building N-8 and Building N-9 more appropriately fit the design of the proposed new buildings than the permitted side yard setbacks would. The buildings are oriented towards the private driveway running back to the Pereira property (Lot 19), rather than Cranbury Road, which, for this site, along with Princeton-Hightstown Road, is what these standards are designed for. While the yards in question are technically side yards, they function as rear yards, and a greater rather than a lesser distance from the property line is called for. This larger setback provides a better transition to the residential portion to the east.

There are no detriments to granting the side yard setback variances. The benefits, accordingly, substantially outweigh any detriments.

The negative criteria are satisfied as well. There will not be any substantial detriment to the public good since the variance furthers the goals and objectives of the redevelopment plan, and the public good in fact is furthered. Nor is there any impairment to the intent and purpose of the zone plan since the intent and purpose of the zone plan is furthered as well.

Accordingly, the variances are granted.

b. Variances: From Sections 200-266B(3)(a) and 200-266B(11)(a), which require a build-to-line of 15 feet from the curb or right-of-way, respectively (except, in the case of a right-of-way, if the front yard space is used for a gateway feature or outdoor restaurant seating or accommodate sight distance at intersections), whereas proposed building N-8 has a setback of 26.4 feet.

Variances granted: These variances are granted for reasons similar to those supporting variances "a" above. The Board finds that the applicant meets the flexible "c" positive criteria under *N.J.S.A. 40:55D-70(c)*. Since the building is oriented toward the site drive that will serve as a "main street," its distance from that drive is what is significant, and it is close to the drive. Because it is not oriented toward Cranbury Road, a build-to-line from that street serves no purpose. Therefore, the same MLUL purposes are served, the benefits are the same, and there are no detriments.

For the same reasons given for variances "a," the applicant also meets the negative criteria for these variances. The public good is advanced and there is no impairment to the intent and purpose of the zone plan.

Accordingly, and for the same reasons given above for variances "a," these variances are granted.

c. Variance: From Section 200-266B(4), which requires that the majority of the building must be at the build-to-line, but at least 15% of the façade shall be set back a minimum of 10 feet therefrom to create one or more alcoves on three sides, whereas proposed Building N-8 is not along the build-to-line.

Variance granted: This variance is granted for similar reasons that variances "b" above are granted. The Board finds that the applicant meets the flexible "c" positive criteria under *N.J.S.A. 40:55D-70(c)*. In this case, Building N-8 is not located along the build-to-line and the same MLUL purposes are advanced and the same benefits without detriments are generated. It should also be noted that proposed Building N-8 is largely in line with previously approved buildings and forms an integral part of the redevelopment plan for the site.

For the same reasons given for variances "b," the applicant also meets the negative criteria for this variance. The public good is advanced and, again, there is no impairment to the intent and purpose of the zone plan.

Accordingly, and for the same reasons given above for variances "b," this variance is granted.

FINDINGS AND CONCLUSIONS RE: WAIVERS

33. The application necessitates eight waivers. The waivers and Board's action on them are as follows:

a. Waiver: From Section 200-27D(2)(a), which requires 185 parking spaces in the applicant's case, whereas 186 spaces plus four banked spaces are proposed.

Waiver granted. The waiver request is reasonable and within the general purpose and intent of the ordinance, since the excess number of parking spaces is minimal, but at the same time provides some cushion during the limited times when the shared parking may be strained. Literal enforcement of this requirement would exact undue hardship upon the applicant since it would eliminate that cushion. This waiver is therefore granted.

b. Waiver: From Section 200-27D(1), which requires two loading spaces for building floor areas between 10,001 sf and 20,000 sf, whereas the applicant is proposing only one loading space for both new buildings.

Waiver granted. A single loading space could adequately meet the input and output flow of both buildings. Installing a second loading space would be challenging because of the design constraints. Given this, literal enforcement of this requirement would be impracticable. The Board finds that the waiver request is reasonable and within the general purpose and intent of the ordinance. This waiver is therefore granted.

c. Waiver: From Section 200-29M(3), requiring that a single row or line of spaces within a bay be no more than 20 spaces in length, whereas the applicant is proposing one row with 23 spaces. This section also requires 10-foot wide islands at the end of parking rows, whereas in the northeasterly parking area, three rows will not be separated from adjoining aisles by a landscape area at least 10 feet wide, and instead will have one island of less than 10 feet and two islands consisting of painted striping so as to permit emergency service vehicle turning movements.

Waiver granted. The Board finds that this request for one row of parking with 23 spaces is reasonable and within the general purpose and intent of the ordinance because the proposal does not substantially depart from the Code requirement and allows the applicant more easily to meet its anticipated parking demand. Modifying the islands within the northeasterly area of the site to create 10-foot wide end island areas would detrimentally affect emergency vehicle circulation through this parking area. Literal enforcement of these requirements would exact undue hardship upon the applicant because it would require possibly losing at least half a dozen parking spaces and reconfiguring the existing design. This waiver is therefore granted.

d. Waiver: From Section 200-91P(7), which requires a minimum of two trees per 10 parking spaces to be provided within parking areas, whereas the applicant requires nine more trees to be compliant.

Waiver granted. Given the extensive landscaping incorporated into the applicant's overall redevelopment design, including around the parking areas and setbacks, the Board finds that the deficiency of nine trees does not preclude granting a waiver of this Code requirement. The request is reasonable and comes within the general intent and purpose of the ordinance provision when taking all of the project's design features into consideration. Requiring literal enforcement would exact undue hardship upon the applicant by requiring spaces to be made available for additional trees, which could be unnecessarily challenging given the current development design and could very well result in the loss of parking spaces. This waiver is therefore granted.

e. Waiver: From Section 200-13C(4), which requires submission of an environmental impact statement (EIS), whereas applicant has not submitted such statement.

Waiver granted. Because the application is for an amendment to a relatively recent site plan approval and the site is largely developed, an EIS is unnecessary. The waiver request is therefore reasonable. It comes within the general intent and purpose of the ordinance provision because all of the necessary site information has been provided. Requiring literal enforcement would exact undue hardship upon the applicant by requiring the provision of information that is not necessary. This waiver is therefore granted.

f. Waiver: From Sections 200-227A(1) and 200-277B(1), which require a landscape transition buffer of not less than 25 feet in width between any nonresidential use and contiguous residentially-zoned districts, which landscape transition buffer is to include a minimum 10-foot-wide landscape strip or fence, whereas a lesser buffer is proposed.

Waiver granted. Section 200-277A permits the Board to waive this requirement if natural or man-made physical barriers exist such that an effective visual separation exists between residential and nonresidential uses, or a landscape strip, screen or fence is provided. The previously-approved application and this amended application propose a dense buffer planting of mostly evergreen trees of six to eight feet high at the time of planting. These trees will grow to a height of 25 feet or greater with maturity. Also, a decorative black picket fence is proposed within the landscape buffer to create a barrier and direct pedestrian

movements to the proposed walks. Because the proposed design addresses the intent and purposes of the ordinance, the Board finds that the waiver request is reasonable. Requiring literal enforcement would exact undue hardship upon the applicant by unnecessarily requiring the applicant to redesign the landscape transition buffer and therefore the site. This waiver is therefore granted.

g. Waiver: From Section 200-29M(4), which requires that parking bays be curbed with permanent and durable curbing to confine cars to striped parking, without overhang or projection onto sidewalks, driveways, bicycle parking areas, planted areas or adjacent landscaped areas, whereas in the northeasterly parking area three parking rows include striped end islands and flush curb rather than the required physical curbed barriers.

Waiver granted. Only one island in the current plan could be modified to achieve compliance with the Code requirement of 10 feet, the island at the end of the 6-car parking row within the northerly area of the site. Doing so would mean one parking space would be lost. Emergency vehicle turning movements and the proposed subsurface stormwater structures prevent curbed islands for the other two areas. The Board finds that the current striped end island design is sufficient to safely control parking maneuvers, particularly if it can be constructed with flushed curb concrete islands to prevent incursion into adjacent spaces, as is proposed for the island areas within the northerly center parking areas. Included with the flush curb will be a safety barrier to prevent vehicles from inadvertently entering the storm water management feature. Because the proposed design addresses the intent and purposes of the ordinance, the Board finds that the waiver request is reasonable. Strict enforcement of the Code requirement would, on the other hand, be impracticable. This waiver is therefore granted.

h. Waiver: From Section 200-36.1, which requires that pervious surfaces be used for all paved areas other than drives and parking areas, whereas not all such paved areas in the applicant's plan meet this requirement.

Waiver granted. The proposed plan shows use of porous pavement within the parking areas on Lots 62 and 76 where appropriate, with an area equaling or exceeding that proposed for walks and plazas serving Building N-8 and N-9. Adding more pervious coverage would provide no significant benefit because the soils on site provide no appreciable recharge. On the other hand, extensive storm water management techniques appropriately address the factors that increase the need for pervious surfaces, thereby mitigating the need for strict compliance with this Code requirement. Given this, the Board finds this waiver request to be

reasonable and within the intent and purposes of the ordinance. Literal enforcement of the Code requirement would impose an undue hardship upon the applicant by requiring it to disturb and replace portions of the existing surface areas in absence of a compelling need for doing so. This waiver is therefore granted.

CONDITIONS REQUIRED

34. The Board finds that, in order to address the concerns expressed during the course of the hearing and to limit the relief to that reasonably necessary to satisfy the applicant's legitimate requirements, the relief granted is subject to the following conditions:

Site Plan

a. The applicant shall comply with Section 200-31K(3), establishing a maximum illumination of one foot-candles at property lines, such that Fixture B located to the northwest of proposed Building N-8 shall be compliant.

b. There shall be an affordable housing unit in each building.

c. There shall be a deed restriction providing that the basement in Building E-1 shall only be used for storage for residential and commercial tenants and for storage for future residents of adjacent Lot 19 to the north. This deed restriction may be vacated if a Township land use board approves use of this space for commercial or other uses.

d. The proposed lofts shall not be used as bedrooms, and the front wall shall be a knee wall, not higher than 36 inches, rather than a full wall. There shall be no bathroom on the loft level. The plans shall be revised accordingly. Notice of the same shall be included in the lease, subject to review and approval by the Board Attorney.

e. Bike closets shall be shown on the architectural plans.

f. Signage shall be the same as in the original approved plan.

Landscape and Sustainability

g. A determination shall be made regarding trees within and directly adjacent to the Township right-of-way that will or should be removed as a result of the proposed construction. Field review prior to construction shall be done. An indication of trees to be impacted shall be added to the plans.

h. Information as to the extent of overhead power and communication line and pole removal within the adjacent Township right-of-way and adjoining open space shall be subject to the review and approval of the Township Landscape Architect and specified on the demolition plan.

i. If an automatic landscape irrigation system is not proposed, then hose bibs shall be provided at several locations to facilitate proper and necessary watering, subject to the Landscape Architect's review and approval.

j. Root barriers shall be provided for trees to be planted in close proximity (within six feet) to walks. A detail for the root barrier shall be included with the site plans.

k. A substitute for the "Nigra" Arborvitae is required due to potential for heavy deer browsing in this area. The substitute shall be subject to the Landscape Architect's review and approval.

l. The location of mechanical equipment and meters shall be depicted on the plans and screening addressed.

m. The applicant shall consider the integration of "green building" principles or technologies with the construction of the site and buildings. Incorporation of the following techniques or materials, or other similar initiatives, shall be reviewed:

- Specification of pervious pavements.
- Utilization of energy efficient LED lighting fixtures.
- Passive solar building design and landscape enhancements.
- Specification of highly energy efficient HVAC systems and mechanical elements.
- Specification of energy efficient windows and doors and building entry design.
- Incorporation of or provision for the addition of solar panels on the buildings.

- Incorporation of or provision for of electric car charging.
- Incorporation of building materials supplied from local sources.
- Incorporation of elements to facilitate mass transit use, such as shared shuttle, bus stops etc.

n. The applicant shall install a conduit for an electric car charging station.

o. A note shall be added to the landscaping plan that all ground vegetation and landscaping within any sight triangle must not exceed a height of 30” and all trees must be limbed to a minimum height of seven feet.

Access and Circulation

p. A parking management plan shall be provided.

q. The barrier-free parking stalls shall be more conveniently distributed throughout the western portion of the site.

r. Two bicycle parking racks shall be added at the entrances of Buildings N-8 and N-9 so that a total of 15 spaces are provided. The suitability of the type of bicycle racks proposed shall be subject to the review and approval of the Township Landscape Architect.

s. The applicant shall provide sufficient grade information at all barrier free ramps/parking spaces and accessible routes to building entrances to determine compliance with barrier free standards. Ten-scale detailed enlargements of the same shall be used as necessary to provide legible information.

t. No Parking Fire Lanes shall be created along all curb areas to restrict curbside parking for the entire site, subject to the approval of the Director of Fire and Emergency Services.

u. A lock box to allow immediate access by the fire department shall be installed on the front of each building.

v. The position of the fire department connection that supports the fire sprinkler system shall be at the front of the building.

w. The applicant shall, subject to review by the Landscape Architect, limit the number of trees in close proximity to the buildings so as not to restrict access by the fire department.

x. The applicant shall install a paved driveway apron with ADA compliant grades at the gravel road entrance to the adjacent public space on Lot 15 and shall connect the applicant's proposed Cranbury Road sidewalk to the existing municipal-constructed sidewalk to the east.

y. All handicap ramps shall show a detectable warning surface.

z. The two handicap accessible spaces to the south of Building N-9 shall be relocated to the front or east side of the building to help discourage handicap individuals from proceeding west via a route that is not accessible.

aa. The applicant shall provide accessible route signing to/from Building N-9 for individuals desiring to access the west side of the development.

bb. The mid-block pedestrian crossing shall be raised to make it more visible and to have a traffic calming effect. Appropriate pedestrian crossing signs shall be provided along the access driveway.

cc. A crosswalk shall be painted across the north approach of the access driveway's intersection with Cranbury Road.

dd. On Sheet 5 of 21 (Site Layout Plan), a second R5-1 sign (Do Not Enter) shall be added across the aisle at the end of the one-way entrance drive off of CR 571.

ee. The sight triangles shall be modified to conform to AASHTO requirements in terms of length and configuration and shall use a design speed of 30 mph.

ff. The positioning of the two handicap-accessible parking areas at Building N-8 shall be reversed on the Site Layout Plan.

gg. The detail referencing Building E-2 shall be changed to E-1 since Building E-1 has handicap-accessible parking associated with it.

hh. All handicap-accessible spaces shall be dimensioned on the Site Layout Plan, and any van-accessible spaces shall be so labeled.

ii. For the ADA Parking & Penalty sign detail, the Van Accessible plaque shall be labeled as R7-8P and shown with a size of 18" x 9." In Note 2, reference to MUTCD shall be to the 2009 edition.

jj. The location of the W11-2/W16-7P(L) signs in the westbound direction of Cranbury Road shall be shown.

kk. In conjunction with the "Do Not Block Intersection" sign along Cranbury Road, "Do Not Block Intersection" markings shall be provided within the intersection.

ll. The proposed cross-hatched striping along Cranbury Road as shown on the Site Layout Plan shall be 12 feet on center.

mm. There shall be a cross walk across Carlton Place to ensure pedestrian safety in accessing the single cross walk across Cranbury Road to the development.

nn. Appropriate signage shall be established for the cross walk across Carlton Place.

Storm Water Management

oo. Soil permeability testing results for the infiltration areas shall be completed and submitted. If any field conditions are found to be unsuitable, the groundwater recharge design shall be revised, and the applicant shall return to the Board for amended site plan approval should the redesign significantly affect the site design.

pp. The Grading and Utility plan shall be revised to indicate the location of each soil log and the corresponding elevation of the seasonal high water table at each location.

qq. The water quality treatment design report shall be updated to include a design hydrograph showing that the "rain garden" feature can treat the water quality design hydrograph without overflowing.

rr. Information regarding the prevention of stored runoff weeping out of the sides of the storm water management vault system into and possibly through the retaining wall shall be submitted to the Township Engineer for review and approval.

ss. The applicant shall address the fact that the vault system design does not appear to meet the requirement of a minimum one foot vertical separation from the SHWT, per Chapter 9.4 of the NJ BMP Manual.

tt. The applicant shall revise the SESC plan to include a temporary sediment basin for management of storm water and sediment from the western portion of the site until improvements are initiated on the eastern portion, if that is what is proposed, or provide an alternate design meeting the standard.

uu. Additional notes and details shall be provided to indicate how the various storm water management BMPs will be protected during the construction phase, particularly for the infiltration BMPs where the integrity of the underlying soils must be preserved to ensure that they can still infiltrate after construction.

vv. The applicant shall submit a Stormwater BMP Operation and Maintenance Manual per the requirements of Section 200-105 for review and approval by the Township Engineer. Upon approval of same, a deed notice for this document shall be recorded, and related easements filed, preserving and protecting the approved storm water management features for the site.

ww. In accordance with Section 200-105.1, the applicant shall enter into an agreement with the Township, in a form satisfactory to the Board Attorney, requiring the installation and maintenance of all storm water management improvements proposed by the applicant and approved by the Board for this project. Any agreement already in place shall be amended to reflect the proposed modifications, if necessary.

Utilities

xx. An amendment to any Treatment Works Approval previously issued by NJDEP is required for the additional 10 residential units, and a revised request for reservation of additional sewer capacity shall be submitted to the Township Engineer for Township Council action.

Lighting

yy. The applicant shall provide information showing that, in accordance with Section 200-31C, all lights shall be shielded to restrict the maximum apex angle of the cone of illumination to 150 degrees.

zz. The applicant shall provide point-by-point lighting intensity data for the lighting fixtures proposed on Lots 62 and 76 in lieu of the isolux curves currently presented. Compliance with the requirements of Section 200-29G and Section 200-31K shall be calculated and presented on the plan in tabular format.

aaa. The lights for the rear parking area shall be examined in terms of glare as viewed from the adjacent residential homes. The type of light, location, and potential for shielding shall be considered, subject to the Township Landscape Architect's review and approval.

Other

bbb. A black gate shall be installed for the trash enclosure.

ccc. The loading zone/refuse enclosure east of proposed Building A-1 shall be designed using more compatible materials that minimize the potential nuisance concerns around the enclosure for adjacent residential homes.

ddd. The timing of deliveries or pick up at the loading zone east of proposed Building N-8 shall be appropriate so as to not disturb the tenants.

eee. The applicant shall pay its off-tract road assessment and execute a developer's agreement so providing.

fff. All conditions of the prior approval not inconsistent herewith shall continue to apply.

ggg. The retaining wall that extends along the westerly and northerly property lines of Lot 76 requires structural design which shall be submitted for review and approval by the Township Engineer prior to the issuance of construction permits for same.

hhh. The applicant shall submit updated construction cost estimates based on the current proposal. Amendments to any posted performance guarantees and additional construction inspection escrow fees shall be made.

iii. Per Section 200-81.1, the applicant shall provide, via both hard copy and in electronic format, approved site plans being submitted for signature and as-built surveys upon project completion, should this project be constructed.

jjj. The Township shall be provided with PDF copies of the Stormwater Management Report and the Stormwater Operation and Maintenance Manual and all related mapping once approved by this office.

kkk. Appropriate revisions to the Redeveloper's Agreement shall be made.

lll. The following approvals are anticipated to be required:

- Mercer County Planning Board
- Mercer County Soil Conservation District
- Delaware and Raritan Canal Commission
- NJDEP (TWA Permit amendment)
- NJDOT, or letter of no interest

CONCLUSION

Based on the foregoing, the Board at its January 23, 2019 meeting voted to approve the plans with revisions made therein and as supplemented and modified by the exhibits and to grant the relief identified above subject to the conditions and to be revised in accordance with the conditions set forth herein.

This resolution of memorialization was adopted on March 6, 2019 by a vote of who voted to grant the relief sought by the applicant.

The date of decision shall be January 23, 2019 except that the date of the adoption of this memorializing resolution is the date of decision for purposes of (1) mailing a copy of the decision to the Applicant within 10 days of the date of the decision; (2) filing a copy of the decision with the administrative officer; and (3) publication of a notice of this decision. The date of the publication of the notice of decision shall be the date of the commencement of the vesting protection period.

We do hereby certify that the foregoing resolution was adopted by the Planning Board at its regular meeting held March 6, 2019. This resolution memorializes formal action taken by the Board at its regular meeting held January 23, 2019.


Gene R. O'Brien, Chair


Lisa Komjati, Secretary

Gene O'Brien, Chair – Yea
Michael Karp, Vice-Chair – Yea
Sue Appelget – Yea
Linda Geevers – Yea
Curtis Hoberman – Absent
Michael Huey – Yea
Andrea Mandel – Yea
Hemant Marathe – Absent
Simon Pankove – Absent
Allen Schectel, Alternate I – Yea
Anis Ahmad Baig, Alternate II – Yea

Ellsworth Findings of Fact and Conclusions final 3-7-19

Appendix 2:
Affirmative Marketing Plan and Resolution

#3

AFFIRMATIVE FAIR HOUSING MARKETING PLAN Township of West Windsor (REGION 4)

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number Piazza and Associates Inc. Princeton Forrestal Village 216 Rockingham Row Princeton, NJ 08540 609-786-1100		1b. Development or Program Name, Address As Applicable per project	
1c. As Applicable per project Number of Affordable Units: TBD Number of Rental Units: TBD Number of For-Sale Units: TBD	1d. Price or Rental Range From Prepared per project To	1e. State and Federal Funding Sources (if any) As applicable per project	
1f. As applicable per project <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates: As applicable per project Advertising: _____ Occupancy: _____		
1h. County Mercer, Monmouth, Ocean	1i. Census Tract(s): As applicable per project		
1j. Managing/Sales Agent's Name, Address, Phone Number As applicable per project			
1k. Application Fees (if any): None			

II. RANDOM SELECTION

2. 1. RENTAL PROCESS:

- A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by Piazza & Associates, on or before the initial deadline date, shall be deemed received on that date.
- B. Households that apply for very low-income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the very low-income limits pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27-D-304 ("NJFHA"). Households that apply for low and moderate-income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the low and moderate-income limits pursuant to the Uniform Housing Affordability Controls, 5:80-26.1 et seq. ("UHAC"). All households will be notified as to their preliminary status.
- C. A drawing will be held under the direction of Piazza & Associates to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis.
- D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate-income unit available, or until all of the low and moderate-income units within the development have been rented.
- E. Final applications will be mailed by Piazza & Associates to an adequate number of pre-qualified applicants, in priority order, for each available very low, low and moderate-income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their

income and assets.

- F. Completed final applications will be forwarded to Piazza & Associates. Piazza & Associates will make a determination as to their eligibility for a low or moderate-income unit. Applicants will receive a letter from Piazza & Associates with respect to the status of their application each time a review is performed.
- G. At the same time, applicants will also be subject to any criteria set forth by the Owner, pursuant to the Tenant Selection Criteria, attached. The criteria shall comply with all fair housing standards and be set forth in a policy statement made available to all applicants in the leasing office. The Owner will be responsible for the assessment of all criteria beyond the income and household size criteria set forth in "B" above.
- H. Subsequent to the initial rent-up period, a list of pre-qualified applicants will be maintained by Piazza & Associates for each type of very low, low and moderate-income unit.

2. SALE PROCESS:

- A. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by Piazza & Associates, on or before the initial deadline date, shall be deemed received on that date.
- B. Households that apply for low and moderate income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the low and moderate income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status.
- C. A drawing will be held under the direction of Piazza & Associates to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis after the applicants who were in the initial random selection.
- D. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate income unit available, or until all of the low and moderate income units within the development have been sold.
- E. Final applications will be mailed by Piazza & Associates to an adequate number of pre-qualified applicants, in priority order, for each available low and moderate income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.
- F. Completed final applications will be forwarded to Piazza & Associates. Piazza & Associates will make a determination as to their eligibility for a low or moderate income unit. Applicants will receive a letter from Piazza & Associates with respect to the status of their application each time a review is performed.
- G. When submitting final applications, applicants will also be asked to provide a pre-qualification letter from a qualified lending institution.
- H. Certified applicants will be given 15 days to sign a sales agreement with the developer. Mortgage contingencies may not be an acceptable term of the agreement.
- I. The sales agreement may also limit closing to a reasonable time to be approved by Piazza & Associates in advance of the process.

3. RESALE PROCESS:

- A. The Seller submits a Preliminary Notice with a copy of their recorded deed in order to determine the maximum resale price
- B. We will respond to the Seller in writing, explaining some of the details of the process and informing the Seller of the Maximum Sales Price (based on the change in median income as set forth by the New Jersey Dept. of Community Affairs) as well as the Maximum Income allowed for potential purchasers, as adjusted for family size. A form, entitled, "Notice of Intent to Sell", is attached.
- C. We will also send a "Notice of Availability" to households on our waiting list for an affordable home of the same size and income category. We will include about 20 copies of Preliminary Applications, specifically marked with the address of the affordable home at the top, to the Seller. The Notice will ask interested households to contact the Seller or their agent, directly, to make an appointment to see the affordable home

- within a two-week time frame. The Seller may want to prepare a flyer for us to distribute with our notice of availability. We reserve the right to limit the number of notices that are mailed, based on the chronological order in which the prequalified applications were received. If the notices are limited in this way, applicants receiving notices will have a priority over those who do not.
- D. With permission of the Seller, we automatically place a notification of the availability on NJHRC.gov. The Seller or their agent may also want to advertise. Ads should include the "Equal Housing Opportunity" logo and should be sent to our office for review prior to distribution.
 - E. The Seller or their agent, upon showing the home, provides potential buyers with a copy of the Preliminary Application (which may be duplicated if necessary). All interested parties must receive a specially marked Preliminary Application, whether or not they have already submitted an application to our office or are on our waiting list. Also, the Seller or their agent must keep a record of the name, address and telephone number of everyone who viewed the home.
 - F. At the end of the two-week time period, our office collects all of the Preliminary Applications submitted for a particular home. They are prioritized on the basis of a blind selection process or lottery. Preference may be given to households that can utilize all of the bedrooms, as well as handicap accommodations, when applicable.
 - G. The first two applicants on the prioritized list are sent a letter which requires them to complete a final application within seven days.
 - H. When an applicant is approved, the Seller may begin to negotiate a contract with the potential Buyer at this time, but there must be a contingency clause in the contract which voids the contract, without penalty to the buyer, if the potential buyer is not able to obtain financing within 30 days.
 - I. The remaining applicants are maintained on the waiting list for this home or other homes in the same size and income categories. In the event that the potential buyer is not able and/or willing to purchase the affordable home, the next applicant on the prioritized list is notified pursuant to the process described above.
 - J. The Seller must sell the affordable home with the same or comparable appliances and amenities that were in the home when it was first sold as an affordable home.
 - K. The Seller may NOT charge more than the Maximum Selling Price for any reason, except the addition of a room, the installation of central air conditioning (where there was none before) or comparable upgrade, but ONLY with prior written approval from us. For the most part, condominiums in this program are NOT eligible for such upgrades and/or adjustments to the selling price. The cost of broker fees; municipal inspections and required repairs that may be necessary to receive a Certificate of Occupancy; new appliances, carpeting or other flooring upgrades; and decorating and remodeling projects are NOT eligible costs for an increase in the Maximum Sales Price.
 - L. A copy of the Sales Contract must be submitted to our office prior to closing.
 - M. During the final stages of the process, it will be necessary for the Buyer to make arrangement for the Affordable Housing Agreement and Mortgage Note to be satisfied with respect to the Seller and new documents filed with respect to the Buyer. Our office typically provides the Buyer's attorney with the name and phone number of the attorney who can address these issues.
 - N. A copy of the HUD Closing Statement or Closing Disclosure form required by the TILA-RESPA Integrated Disclosure Rule, as appropriate, must be submitted to our office after the sale of the home.
 - O. Note: We do not guarantee that the Buyer can sell an affordable home for the Maximum Sales Price. An affordable home is also susceptible to market conditions, and the Fair Market Value of an affordable home may be lower than the Maximum Selling Price. In this case, the Seller may not be able to sell the home for more than its Fair Market Value
 - P. This outline is meant to describe the process utilized prior to the expiration of the deed restrictions. It is not meant to be a legal representation of the rights or responsibilities of any party, nor is it meant to modify the Affordable Housing Agreement, Mortgage Note or other Deed Restrictions. Buyers and Sellers are encouraged to seek legal counsel for specific questions in this regard.
 - Q. Our office is available to both the Seller and the Buyer throughout the process to answer any questions that they may have.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors): When comparing the differences between West Windsor Township and Mercer County, as well as the 3-county region, there is a significant difference in the percentages in population for the following groups: White, African American and, to a lesser extent, Hispanic.

Subject	RACE							HISPANIC OR LATINO	
	Total population	Race alone or in combination with one or more other races: (4)						Total population	
		White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Some Other Race	Hispanic or Latino (of any race)	Not Hispanic or Latino
Mercer County	366,513	232,582	78,537	2,910	35,838	871	26,670	55,318	311,195
Monmouth Co.	630,380	530,903	51,484	3,605	35,416	705	21,651	60,939	569,441
Ocean County	576,567	532,061	21,416	2,923	12,190	430	16,684	47,783	528,784
Region 4	1,573,460	1,295,546	151,434	9,438	83,444	2,006	65,005	164,040	1,409,420
% Region 4	100%	82.3%	9.6%	0.6%	5.3%	0.1%	4.1%	10.4%	89.6%
West Windsor	27,165	14,924	998	25	10,245	10	263	1,213	25,952
% West Windsor	100%	54.9%	3.7%	0.1%	37.7%	0.0%	1.0%	4.5%	95.5%

Difference	-27.4%	-6.0%	-0.5%	32.4%	-0.1%	-3.2%	-6.0%	6.8%
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- White (non-Hispanic)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

3b. Commercial Media (required) (Check all that applies)			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS PARTIAL HOUSING REGION 4			
Daily Newspaper			
X	Once at the start of marketing & as needed.	Trenton Times	Mercer
X	Once at the start of marketing & as needed.	Trentonian	Mercer
X	Once at the start of marketing & as needed.	Asbury Park Press	Monmouth, Ocean
Weekly Newspaper			
X	Once at the start of marketing & as needed.	Hopewell Valley News	Mercer
X	Once at the start of marketing & as needed.	Windsor Heights Herald	Mercer
X	Once at the start of marketing & as needed.	Princeton Packet	Mercer, Middlesex, Somerset
	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA

TARGETS PARTIAL HOUSING REGION 4 (contingent on the availability by and approval of service provider)			
X	Once at the start of marketing & as needed.	Cablevision of Hamilton	Partial Mercer, Monmouth
X	Once at the start of marketing & as needed.	Comcast of Central NJ,	Partial Mercer, Monmouth
X	Once at the start of marketing & as needed.	Patriot Media & Communications, CNJ	Partial Mercer
X	Once at the start of marketing & as needed.	Cablevision of Monmouth, Raritan Valley	Partial Monmouth
X	Once at the start of marketing & as needed.	Comcast of Mercer County, Southeast Pennsylvania	Partial Mercer
X	Once at the start of marketing & as needed.	Comcast of Monmouth County	Partial Monmouth, Ocean
X	Once at the start of marketing & as needed.	Comcast of Garden State, Long Beach Island, Ocean County, Toms River	Partial Ocean
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
FM			
X	Once at the start of marketing & as needed.	WPST 94.5	Once at the start of marketing

3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)			
	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
	www.HousingQuest.com	Piazza & Associates, Inc.	All On-going
	www.NJHRC.gov	Housing Resource Center	All On-going
	www.westwindsor.nj.org	West Windsor Township	All On-going

TARGETS ENTIRE HOUSING REGION 4			
Weekly			
X	Once at the start of marketing & as needed.	Reporte Hispano	New Jersey Spanish-Language

3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION	
Mercer County			
X	Once at the start of marketing & as needed.	Mercer County Board of Education	1075 Old Trenton Rd, Trenton, NJ
X	Once at the start of marketing & as needed.	Bristol-Myers Squibb	3401 Princeton Pike, Lawrence Twp., NJ 08648/100 Nassau Park Blvd. Princeton, NJ/3551 Lawrenceville-Princeton Rd., Lawrence Twp., NJ

X	Once at the start of marketing & as needed.	St. Lawrence Rehabilitation Center	2381 Lawrenceville Rd, Lawrenceville, NJ
X	Once at the start of marketing & as needed.	McGraw-Hill	120 Windsor Center Dr, East Windsor, NJ
X	Once at the start of marketing & as needed.	Conair Corporation	150 Milford Rd, Hightstown, NJ
X	Once at the start of marketing & as needed.	Shiseido America, Inc.	366 Princeton Highstown Rd, East Windsor, NJ
X	Once at the start of marketing & as needed.	NJ Manufacturers Insurance Company	301 Sullivan way, Trenton, NJ
X	Once at the start of marketing & as needed.	Homasote	932 Lower Ferry Rd, Trenton, NJ
X	Once at the start of marketing & as needed.	Robert Wood Johnson University Hospital	1 Hamilton Health Pl, Trenton, NJ
X	Once at the start of marketing & as needed.	Congoleum Corp.	3500 Quakerbridge Rd, Mercerville, NJ
X	Once at the start of marketing & as needed.	Coca-Cola Foods	480 Mercer St, Hightstown, NJ
X	Once at the start of marketing & as needed.	Peddie School	111 Armellino Ct, Hightstown, NJ
X	Once at the start of marketing & as needed.	Dana Communications	2 E Broad St, Hopewell, NJ
X	Once at the start of marketing & as needed.	Merrill Lynch	410 Scotch Rd, Hopewell, NJ
X	Once at the start of marketing & as needed.	Janssen Pharmaceutical	1125 Trenton Harbourton Rd, Titusville, NJ
X	Once at the start of marketing & as needed.	St. Francis Medical Center	601 Hamilton Avenue Trenton NJ 08629-1986
X	Once at the start of marketing & as needed.	The Trenton Times	500 Perry St, Trenton, NJ
X	Once at the start of marketing & as needed.	Gaum, Inc.	1080 US Highway 130, Robbinsville, NJ
X	Once at the start of marketing & as needed.	Mercer County Board of Education	1075 Old Trenton Rd., Trenton NJ 08618
X	Once at the start of marketing & as needed.	Perry Street Teen Post Center	522 Perry St., Trenton, NJ 08618
X	Once at the start of marketing & as needed.	Capital Health Regional Medical Center	750 Brunswick Ave. Trenton, NJ 08638
X	Once at the start of marketing & as needed.	Capital Health-Hamilton	1445 Whitehorse-Mercerville Rd., Hamilton, NJ
X	Once at the start of marketing & as needed.	Trenton Police Dept.-Police Director	225 N. Clinton Ave., Trenton, NJ 08609
X	Once at the start of marketing & as needed.	Princeton University	33 Washington Rd. Princeton, NJ 08544
X	Once at the start of marketing & as needed.	ETS	660 Rosedale Rd., Princeton, NJ 08540; 225 Phillips Blvd., Ewing, NJ 08628
X	Once at the start of marketing & as needed.	Amazon Fulfillment Center	50 New Canton Way, Robbinsville, NJ 08691
X	Once at the start of marketing & as needed.	Capital Health Hopewell	One Capital Way, Pennington, NJ 08534
Monmouth County			
X	Once at the start of marketing & as needed.	Meridian Health System	1350 Campus Parkway Neptune
X	Once at the start of marketing & as needed.	US Army Communications Electronics Command Fort Monmouth	CECOM Bldg 901 Murphy drive Fort Monmouth

X	Once at the start of marketing & as needed.	County of Monmouth Hall of Records	1 East Main Street Freehold
X	Once at the start of marketing & as needed.	Central State Healthcare Systems	West Main Street Freehold
X	Once at the start of marketing & as needed.	Monmouth Medical Center	300 Second Ave Long Branch
X	Once at the start of marketing & as needed.	Asbury Park Press	3601 Route 66 Neptune, NJ
X	Once at the start of marketing & as needed.	Food Circus Super Markets, Inc.	835 Highway 35 PO BOX 278 Middletown, NJ
X	Once at the start of marketing & as needed.	Monmouth University	Cedar Ave West Long Branch
X	Once at the start of marketing & as needed.	Naval Weapons stations Earle	State Highway 34 Colts Neck, NJ
X	Once at the start of marketing & as needed.	Norkus Enterprises, Inc.	505 Richmond Ave Point Pleasant, NJ
X	Once at the start of marketing & as needed.	RiverView Medical	1 Riverview Plaza, Red Bank, NJ
X	Once at the start of marketing & as needed.	K. Hovnanian Hospital	1945 Rte. 33, Neptune, NJ 07753
X	Once at the start of marketing & as needed.	Bayshore Community Hospital	725 N. Beers St., Holmdel, NJ
X	Once at the start of marketing & as needed.	Horizon Blue Cross Blue Shield	1427 Wyckoff Road Farmingdale, NJ

Ocean County			
X	Once at the start of marketing & as needed.	Saint Barnabas Health Care System	300 2nd Ave Long Branch, NJ 07740
X	Once at the start of marketing & as needed.	Six Flags Theme Parks Inc	Route 537 Jackson, NJ 08527
X	Once at the start of marketing & as needed.	Jackson Premium Outlets	537 Monmouth Rd., Jackson, NJ
X	Once at the start of marketing & as needed.	Meridian Health Care System	415 Jack Martin Blvd, Brick, NJ
X	Once at the start of marketing & as needed.	Southern Ocean County Hospital	1140 Route 72 West, Manahawkin, NJ
X	Once at the start of marketing & as needed.	Jenkinsons	300 Ocean Ave Pt. Pleasant Beach, NJ 08742

3c. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification	Duration & Frequency of Outreach
See attached List Service	Region 4	All	Once at the start of marketing.

IV. APPLICATIONS


Applications for affordable housing for the above units will be available at the following locations:	
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)	
	BUILDING
	LOCATION
X	Mercer County Library Headquarters 2751 Brunswick Pike, Lawrenceville, NJ 08648
X	Monmouth County Headquarters Library 125 Symmes Drive, Manalapan, NJ 07726

X	Ocean County Library	101 Washington Street, Toms River, NJ 08753
X	Mercer County Administration Bldg.	640 South Broad Street, PO BOX 8068, Trenton, NJ 08650-0068
X	Ocean County Administration Bldg.	101 Hooper Ave., Toms River, NJ 08753
X	County of Monmouth Hall of Records	33 Mechanic St., Freehold, NJ 07728
X	West Windsor Branch Library	333 North Post Road Princeton Junction, NJ 08550
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
<p>West Windsor Township P.O. Box 38 (271 Clarksville Road) West Windsor, NJ 08550 Attn.: Township Clerk (609) 799-2400 Fax: (609) 799-2044</p> <hr/> <p>West Windsor Plainsboro Senior Center Municipal Center Clarksville and North Post Roads PO Box 38 Princeton Junction, NJ 08550 Phone: (609) 799-9068</p> <p>West Windsor Branch Library 333 North Post Road Princeton Junction, NJ 08550 (609) 799-0462</p>		
4c. Sales/Rental Office for units (if applicable) TBD		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Municipality's Fair Share obligation.

Frank Piazza, Administrative Agent
Township of West Windsor



Signature _____ Date 4/11/2019

Mary Frances McFadden, Director
Ocean County Board of Social Services
027 Hooper Avenue
Toms River, NJ 08753

Monmouth County
Division of Social Services
3000 Kozloski Road
Freehold, NJ 07728

Rainbow Foundation
15 Cherry Tree Farm Rd.
New Monmouth, NJ 07748

O.C.E.A.N., Inc
PO Box 1029
Toms River, NJ 08754

Homes Now, Inc
2141 Route 88 East
Suite 1
Brick, NJ 08724

Mercer County Board of Social Services
200 Woolverton Street
PO Box 1450
Trenton, NJ 08650-2099

Crisis Ministry of Princeton
23 E Hanover St.
Trenton, NJ 08608

Love INC
PO Box 847
Eatontown, NJ 07724

Salvation Army, Trenton Office
436 Mulberry Street
Trenton, NJ 08608

Catholic Charities, Diocese of Trenton
83 West State Street
Trenton, NJ 08607-1423

Habitat for Humanity – Trenton Area
601 North Clinton Avenue
Trenton, NJ 08638-3446

Homefront
1880 Princeton Avenue
Lawrenceville, NJ 08648

Isles, Inc
10 Wood Street
Trenton, NJ 08618

Lawrence Non-Profit Housing, Inc
175 Johnson Avenue
Lawrenceville, NJ 08648-3453

Princeton Community Housing, Inc
245 Nassau Street
Princeton, NJ 08540

Project Freedom, Inc
223 Hutchinson Road
Robbinsville, NJ 08691

Trenton ACORN
395 W. State Street
2nd Floor
Trenton, NJ 08618

Monmouth County Office on Aging
21 Main and Court Center
Freehold, NJ 07728

Mercer County Office on Aging
640 S. Broad Street
PO Box 8068
Trenton, NJ 08650

Homes For All, Inc
7 Heyers Street
Toms River, NJ 08753

Hispanic Affairs & Resource Center
12 Throckmorton St.
Freehold, NJ 07728

Alternatives, Inc
600 First Avenue
Raritan, NJ 08869

Collaborative Support Programs of NJ
11 Spring Street
Freehold, NJ 07728

Urban League
P.O. Box 7208
Trenton, NJ 08628

HAB Core, Inc
PO Box 2361
Red Bank, NJ 07701

Interfaith Neighbors, Inc
810 Fourth Avenue
Asbury Park, NJ 07712

Ocean Community Economic
Action Now, Inc
40 Washington Street
PO Box 1029
Toms River, NJ 08753

YMCA
431 Pennington Ave.
Trenton, NJ 08615

Monmouth County Comm. Devel.
Halls of Records Annex
One East Main Street
Freehold, NJ 07728

Fair Share Housing Center
510 Park Blvd.
Cherry Hill, NJ 08002

American Red Cross
201 Hooper Ave.
Toms River, NJ 08753

Berkeley Housing Authority
44 Frederick Drive
Bayville, NJ 08721

Brick Housing Authority
165 Chambers Bridge Road
Bricktown, NJ 07732

Hightstown Housing Authority
131 Rogers Avenue
Hightstown, NJ 08520

Princeton Housing Authority
50 Clay Street
Princeton, NJ 08542

Trenton Housing Authority
875 New Willow Street
Trenton, NJ 08638

Hamilton Township Housing Authority
2090 Greenwood Avenue
PO Box 00150
Hamilton, NJ 08650

Red Bank Housing Authority
52 Evergreen Terrace
Red Bank, NJ 07701

Asbury Park Housing Authority
1000 ½ 3rd Avenue
Asbury Park, NJ 07712

Belmar Housing Authority
710 8th Avenue
Belmar, NJ 07719

Freehold Housing Authority
107 Throckmorton Street
Freehold, NJ 08723

Highlands Housing Authority
215 Shore Drive
Highlands, NJ 07732

Keansburg Housing Authority
1 Church Street
Keansburg, NJ 07734

Long Branch Housing Authority
Garfield Court
Long Branch, NJ 07740

Middletown Housing Authority
1 Oakdale Drive
Middletown, NJ 07748

Neptune Housing Authority
1810 Alberta Avenue
Neptune, NJ 07753

Dover Housing Authority
215 E. Blackwell Street
Dover, NJ 07801

Lakewood Housing Authority
317 Sampson Avenue
Lakewood, NJ 08701

NJ State Conference of the NAACP
4326 Harbor Beach Blvd. #775
Brigantine, NJ 08203

NAACP-Asbury Park/Neptune Branch
Attn: Adrienne Sanders
PO Box 1143
Asbury Park, NJ 07712

Bayshore NAACP
Attn: Jeffrey Carter
PO Box 865
Matawan, NJ 07747

Greater Freehold NAACP
Attn: Earl Fulcher
PO Box 246
Marlboro, NJ 07746

Greater Long Branch NAACP
Attn: Lorenzo Dangler
PO Box 4725
Long Branch, NJ 07740

Greater Red Bank NAACP
Attn: Rev. Henry Davis
PO Box 2147
Red Bank, NJ 07701-2147

NAACP-Ocean Cty./Lakewood Branch
Attn: Fred Rush
PO Box 836
Lakewood, NJ 08701

NAACP Toms River Branch
Attn: Bahiyah Abdullah
PO Box 5144
Toms River, NJ 08754

Trenton NAACP
Attn: Jonette Smart
PO Box 1355
Trenton, NJ 08608

NJ NAACP State Office
13 West Front Street
Trenton, NJ 08608

Latino Action Network
PO Box 943
Freehold, NJ 07728

Hollowbrook Community Center
320 Hollowbrook Drive
Ewing, NJ 08693

**Mercer County Board of Realtors
1428 Brunswick Ave.
Trenton, NJ 08638**

**Monmouth County Assoc. of Realtors
One Hovchild Plaza
4000 Rt. 66
Tinton Falls, NJ 07753**

**Ocean County Board of Realtors
271 Lakehurst Rd.
Toms River, NJ 08753**

**Architects Housing Co., Inc.
215 E. Front St.
Trenton, NJ 08611**

**Monmouth Cty. Housing & Econ. Devel.
31 E. Main St.
Freehold, NJ 07728**

**Ocean Cty. Housing Assistance Office
Div. of Housing & Community Devel.
129 Hooper Ave.
Toms River, NJ 08754**

**Mercer Cty. Housing Assistance Office
140 East Front St.
Trenton, NJ 08607**

**Monmouth Cty. Housing Assistance Office
101 Main St.
Room 102-A
Eatontown, NJ 07724**

**Lutheran Social Ministries of NJ
6 Terri Lane
Suite 300
Burlington, NJ 08016**

**Shorelites Housing Corp.
131 Oakland St.
Red bank, NJ 07701**

**Mercer County Hispanic Association
18 6th Ave.
Trenton, NJ 08619**

**Affordable Housing Alliance
59 Broad St.
Eatontown, NJ 07724**

**Salvation Army, Trenton Office
436 Mulberry St.
Trenton, NJ 08608**

**Supportive Housing Association of NJ
185 Valley street
South Orange, NJ 07079**

**STEPS
PO Box 728
Toms River, NJ 08754-0728**

RESOLUTION

WHEREAS, the Township has settled its *Mt. Laurel* declaratory judgment lawsuit styled *In the Matter of West Windsor Township*, docket number MER-L-1561-15 , with Fair Share Housing Center, and such Settlement Agreement has been approved by the court after a fairness hearing thereon; and

WHEREAS, one requirement of the Settlement Agreement is an affirmative marketing plan setting forth how the Township will affirmatively market affordable housing units in its affordable housing inventory as they become available for rental or purchase; and

WHEREAS, affirmative marketing plans are required for all approved fair share programs in the State; and


WHEREAS, the attached Affirmative Marketing Plan complies with affirmative marketing requirements; and

WHEREAS, it would be in the best interest of the Township to approve such Affirmative Marketing Plan.

NOW, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Affirmative Marketing Plan attached hereto is approved and is to be included in a Supplement Appendix of the Township Housing Element and Fair Share Plan.

Adopted:

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 29th day of April, 2019.


Gay M. Huber
Township Clerk
West Windsor Township

Appendix 3:
Windsor Haven 10 Unit extension Ordinance, Resolution,
and Declaration

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

1st Reading April 16, 2019
 2nd Reading & Public Hearing April 29, 2019
 Date Adopted April 29, 2019
 Date Effective May 20, 2019
 DOT APPROVAL RECEIVED _____
2019-13

Date to Mayor April 29, 2019
 Date Signed April 30, 2019
 Date Resubmitted to Council _____
 Approved as to Form and Legality _____

Michael W. Herbert
 Township Attorney

TOWNSHIP OF WEST WINDSOR

ORDINANCE 2019-14

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

**AN ORDINANCE EXTENDING THE AFFORDABILITY CONTROLS FOR AN
INCLUSIONARY DEVELOPMENT KNOWN AS WINDSOR HAVEN**

RECORD OF VOTE

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

x-Indicates Vote AB-Absent NV-Not Voting Mov-Moved Sec-Seconded

Rejected

Approved

Herant Marathe

 Herant Marathe, Mayor

4/30/19

 Date

Reconsidered by Council _____

Override Vote: YES _____ NO _____

Gay M. Huber

 Gay M. Huber, Township Clerk

ORDINANCE 2019-14

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

**AN ORDINANCE EXTENDING THE AFFORDABILITY CONTROLS FOR AN
INCLUSIONARY DEVELOPMENT KNOWN AS WINDSOR HAVEN**

WHEREAS, on January 27, 1988 the West Windsor Township Planning Board adopted a resolution, amended by resolution adopted on October 25, 1989, memorializing the grant of preliminary and final subdivision approval for a 186-unit development known as Windsor Haven. All the units were for sale, and 37 were affordable units for low- and moderate-income households; and

WHEREAS, the development was constructed in accordance with the approval; and

WHEREAS, an Order of Compliance and Repose entered on September 11, 1985 in an action styled *Affordable Living Corporation, Inc. v. Township of West Windsor, et al.*, Docket No. L-017812-84 PW approved certain ordinances, including Ordinance 85-1, representing the Township's affordable housing compliance plan; and

WHEREAS, Section 22-8.14e4 of Ordinance 85-1 provided a requirement that all of the low- and moderate-income units shall be required to have covenants running with the land to control the resale price for a minimum period of 30 years, with legal mechanisms in a form subject to the approval of the Township Attorney that will ensure compliance with Section 22-8.14; and

WHEREAS, Subsection e4 provided that:

At the end of 25 years from the issuance of a Certificate of Occupancy for the low and moderate income units constructed under the terms and conditions of this Ordinance, the Township Committee shall review the obligation of the Township for the continued maintenance of low and moderate income units and shall establish by Ordinance whether or not all or a portion of the then existing low and moderate units will remain as such for

a period in excess of 30 years. In the event the Township Committee shall determine that all or a portion of the said units shall not be maintained as low and moderate income units, it shall determine by Ordinance the disposition of any resale profits in excess of the profit which would be allowed had the units remained as low and moderate income units. Such excess profits shall be applied against the Townships remaining low and moderate income unit obligation at that time. Should the Township Committee determine that it no longer requires the existing units to satisfy its *Mt. Laurel* obligation, said units will be released from deed restrictions and allowed to be sold without income or recapture requirements, beginning with the twenty-six (26) year; and

WHEREAS, the above-quoted provision was in place when certificates of occupancy were issued for the 37 low- and moderate-income units when such units were sold by the developer; and

WHEREAS, each Deed from Trafalgar House Property, Inc., the developer, to the original purchasers of the low- or moderate-income units provided that the conveyance was subject to all Township ordinances relating to affordable housing, which would include the above-referenced ordinance; and

WHEREAS, by resolution adopted by Township Council attached hereto and by the Declaration with Respect to Declarations of Covenants, Conditions and Restrictions Implementing Affordable Housing Controls on State Regulated Property or Deed approved thereby, the control period for 14 of the units has been extended for 30 years from the end of the original control period and thereafter until terminated by the Township; and

WHEREAS, the instruments establishing the original control period for the 14 units provide for a control period beginning between March 1990 and September 1991. Such units are:

31 Ketley Place: Units 3, 8, 10, 12, 15

104 Wenlock Court: Units 2, 3, 6, 8, 13, 15, 17, 18, and 20; and

WHEREAS, by resolution adopted by Township Council attached hereto and by the Amended Affordable Housing Agreement; Declaration of Covenants, Conditions and Restrictions approved thereby, the control period for an additional 13 units has been extended

for 30 years from the end of the original control period and thereafter until terminated by the Township; and

WHEREAS, the instruments establishing the original control period for these 13 units provide for a control period beginning between March 1990 and September 1991. Such units are:

31 Ketley Place: Units 1, 6, 9, 11, and 13

104 Wenlock Court: Units 1, 7, 9, 11, 12, 16, 19, and 21; and

WHEREAS, an Affordable Housing Agreement; Declaration of Covenants, Condition and Restrictions for the 10 other Windsor Haven affordable units was not recorded for reasons unknown. Deeds for such units referencing the affordable housing requirements of the Township were recorded between April 1990 and March 1993. Such units are:

31 Ketley Place: Units 2, 4, 5, 7, and 14

104 Wenlock Court: Units 4, 5, 10, 14, and 22; and

WHEREAS, the period for review by Township Council as to a decision with respect to continuing maintenance of all or a portion of the ten low- and moderate-income units as affordable units in excess of 30 years falls between March 2015 (the end of the twenty-fifth year from the date of the original conveyance, which is proximate to the date of first occupancy) and March 2020 (the end of the thirtieth year from such date of original conveyance); and

WHEREAS, at the earlier of that time period the Township had filed a declaratory judgment action styled *In the Matter of West Windsor Township*, Docket No. MER-L-1561-15 in order to ascertain its fair share obligation and to secure a judgment of compliance and repose on the basis of a compliance plan adopted after such number was determined by the Superior Court, Mercer County; and

WHEREAS, the Township has now entered into a Settlement Agreement with Fair Share Housing Center establishing the Township's fair housing obligation, which Settlement Agreement was approved by the Superior Court on January 10, 2019; and

WHEREAS, the Settlement Agreement provides for the extension of the affordability controls on the Windsor Haven dwelling units and thereby addresses the Township's obligations under Section 22-8.14e4; and

WHEREAS, the Township Council believes that there is a continued need in West Windsor Township for the affordability controls for the 10 units for which the controls have not been extended to be extended beyond their 30-year affordability controls end date so that the Township can plan within the context of the Housing Element and Fair Share Plan and the owners can plan accordingly. Those units are as specified in the twelfth Whereas cause:

31 Ketley Place: Units 2, 4, 5, 7, and 14

104 Wenlock Court: Units 4, 5, 10, 14, and 22; and

WHEREAS, the Township Council does not believe that these 10 units, as well as the 27 units for which the controls have been extended, are no longer necessary to satisfy the Township's *Mount Laurel* obligation and believes that the extension of the controls is a more effective way of providing affordable housing than recouping excess profits as per Section 22-8.14e4.

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

1. The affordability controls on the aforesaid 10 low- and moderate-income units at Windsor Haven identified in the twelfth Whereas clause shall be extended for 30 years from the date the original 30-year control period ended and thereafter until terminated by the Township, with the extended control period running at least through the dates set forth below:

- 31 Ketley, Unit 2 (three-bedroom moderate-income); March 19, 2053
- 31 Ketley, Unit 4 (one-bedroom low-income); March 29, 2050
- 31 Ketley, Unit 5 (three-bedroom moderate-income); August 13, 2052
- 31 Ketley, Unit 7 (two-bedroom low-income); March 30, 2050
- 31 Ketley, Unit 14 (two-bedroom moderate-income); March 30, 2050
- 104 Wenlock, Unit 4 (one-bedroom low-income); November 27, 2050
- 104 Wenlock, Unit 5 (two-bedroom moderate-income); March 7, 2051
- 104 Wenlock, Unit 10 (three-bedroom low-income); March 19, 2051
- 104 Wenlock, Unit 14 (two-bedroom low-income); June 21, 2051
- 104 Wenlock, Unit 22 (two-bedroom moderate-income); September 21, 2050

2. Township Council confirms and re-extends the extension of the aforesaid 14 units identified in the ninth Whereas clause and the 13 units identified in the eleventh Whereas clause for which the review period started in March 2015 and ends in March 2020, on the terms set forth in the referenced resolutions and instruments.

3. This ordinance shall take effect twenty days after action or inaction by the Mayor as approved by law or an override of a mayoral vote by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; and upon publication according to law.

INTRODUCTION: April 15, 2019
PUBLIC HEARING: April 29, 2019
ADOPTION: April 29, 2019
MAYORAL APPROVAL: April 30, 2019
EFFECTIVE DATE: May 20, 2019

RESOLUTION

RESOLUTION AUTHORIZING THE RECORDING OF A DECLARATION WITH RESPECT TO THE EXTENTION OF AFFORDABLE HOUSING CONTROLS FOR TEN WINDSOR HAVEN DWELLING UNITS

WHEREAS, on April 29, 2019, the Township Council adopted Ordinance 2019-14 entitled An Ordinance Extending the Affordability Controls For An Inclusionary Development Known as Windsor Haven (the "Ordinance"), which, among other things, extends the time period for affordability controls for 10 of the Windsor Haven low- and moderate-income units (the "Units"), such Units being identified as:

31 Ketley Place: Units 2, 4, 5, 7, and 14

104 Wenlock Court: Units 4, 5, 10, 14, and 22; and

WHEREAS, the affordability control periods for these Units was thereby extended for 30 years from the date that the original 30-year control period expired and thereafter until terminated by West Windsor Township, with the extended control period running at least through the dates set forth in the Ordinance; and

WHEREAS, it would be in the best interest of West Windsor Township for the provisions of the Ordinance to be recorded in a Declaration setting forth such terms; and


WHEREAS, such Declaration, entitled Declaration with Respect to the Extension of Affordable Housing Controls for Ten Windsor Haven Dwelling Units, is attached hereto.

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

1. The above-referenced Declaration with Respect to the Extension of Affordable Housing Controls for Ten Windsor Haven Dwelling Units is hereby approved.
2. The Affordable Housing Attorney is hereby authorized and directed to record such Declaration.

Adopted: April 29, 2019

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 29th day of April 2019.



Gay M. Huber
Township Clerk
West Windsor Township

**DECLARATION WITH RESPRCT TO THE EXTENTION OF AFFORDABLE HOUSING
CONTROLS FOR TEN WINDSOR HAVEN DWELLING UNITS**

WHEREAS, this Declaration is made with respect to 10 low- and moderate-income dwelling units (the “Units”) in the Windsor Haven development, whose deeds are recorded in the Mercer County Clerk’s Office at:

- (1) Book 2670, Pg. 294 [Ketley 2]
- (2) Book 2523, Pg. 540 [Ketley 4]
- (3) Book 2612, Pg. 563 [Ketley 5]
- (4) Book 2524, Pg. 21 [Ketley 7]
- (5) Book 2524, Pg. 873 [Ketley 14]
- (6) Book 2550, Pg. 170 [Wenlock 4]
- (7) Book 2562, Pg. 775 [Wenlock 5]
- (8) Book 2560, Pg. 935 [Wenlock 10]
- (9) Book 2569, Pg. 766 [Wenlock 14]
- (10) Book 2542, Pg. 738 [Wenlock 22]

1. Descriptions of the Units are set forth in Schedules 1 through 10 attached hereto.

2. On April 29, 2019, the Township Council adopted Ordinance 2019 - entitled An Ordinance Extending the Affordability Controls For An Inclusionary Development Known as Windsor Haven (the “Ordinance”), which, among other things, extends the time period for affordability controls for the Units pursuant to West Windsor Ordinance 85-1, such that the affordability control periods for the Units are extended for 30 years from the date that the original 30-year control period expired and thereafter until terminated by West Windsor Township.

3. The Ordinance sets forth the extended control periods for each of the Units as set forth in the attached Schedules.

4. By the Resolution attached hereto, the Township Council of the Township of West Windsor authorizes the recording of this Declaration.

Signed on behalf of the Township of West Windsor on this 29 day of April, 2019.

ATTEST:

West Windsor Township

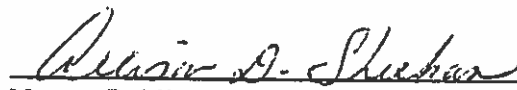
Gay M. Huber
Gay M. Huber

By: Hemant Marathe
Hemant Marathe, Mayor

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

I CERTIFY that on this 30th day of April 2019, before me, the subscriber, personally appeared Hemant Marathe, who I am satisfied is the person who executed the foregoing instrument as Mayor of West Windsor Township, a municipal corporation, the entity named in the foregoing instrument, and who acknowledged that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of West Windsor Township.

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


Notary Public
My Commission Expires

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

SCHEDULE 1

1. Deed recorded at: Book 2670, Pg. 294.
2. Property address: 31 Ketley Place, Unit 2, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.12C1002.
4. Last owner of record: Liang-Ching Yeh and Shu-Hua Yeh
5. Three-bedroom moderate-income unit.
6. Initial control period expiration: March 19, 2023
7. Extended control period date after which West Windsor Township may terminate the affordability controls: March 30, 2050.

SCHEDULE 2

1. Deed recorded at: Book 2523, Pg. 540.
2. Property address: 31 Ketley Place, Unit 4, West Windsor, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.14.
4. Last owner of record: Jimmy J. Cheng.
5. One-bedroom low-income unit.
6. Initial control period expiration: March 29, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: March 29, 2050.

SCHEDULE 3

1. Deed recorded at: Book 2612, Pg. 563.
2. Property address: 31 Ketley Place, Unit 5, Princeton, New Jersey 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.15C1005.
4. Last owner of record: Peggy Freeman.
5. Three-bedroom low-income unit.
6. Initial control period expiration: August 13, 2022.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: August 13, 2052.

SCHEDULE 4

1. Deed recorded at: Book 2524, Pg. 21.
2. Property address: 31 Ketley Place, Unit 7, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9.02, Lot 131.17.
4. Last owners of record: Cesar C. Lodovica and Judy L. Lodovica.
5. Two-bedroom lo-income unit.
6. Initial control period expiration: March 30, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: March 30, 2050.

SCHEDULE 5

1. Deed recorded at: Book 2524, Pg. 873.
2. Property address: 31 Ketley Place, Unit 14, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 131.35.
4. Last owner of record: Giancarlo Squitieri.
5. Two-bedroom moderate-income unit.
6. Initial control period expiration: March 30, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: March 30, 2050.

SCHEDULE 6

1. Deed recorded at: Book 2550, Pg. 170.
2. Property address: 104 Wenlock Court, Unit 4, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.14C1004.
4. Last owner of record: Alice P. Harkness.
5. One-bedroom low-income unit.
6. Initial control period expiration: November 27, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: November 27, 2050.

SCHEDULE 7

1. Deed recorded at: Book 2562, Pg. 775.
2. Property address: 104 Wenlock Court, Unit 5, West Windsor, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.15C1005.
4. Last owner of record: Vivian M. Lapsley.
5. Two-bedroom moderate-income unit.
6. Initial control period expiration: March 7, 2021.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: March 7, 2051.

SCHEDULE 8

1. Deed recorded at: Book 2560, Pg. 935.
2. Property address: 104 Wenlock Court, Unit 10, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.22C2010.
4. Last owner of record: Jen Fang Liou.
5. Three-bedroom low-income unit.
6. Initial control period expiration: March 19, 2021.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: March 19, 2051.

SCHEDULE 9

1. Deed recorded at: Book 2569, Pg. 766.
2. Property address: 104 Wenlock Court, Unit 14, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.26.
4. Last owner of record: Darlene D. Scheetz.
5. Two-bedroom low-income unit.
6. Initial control period expiration: June 21, 2021.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: June 21, 2051.

SCHEDULE 10

1. Deed recorded at: Book 2542, Pg. 738.
2. Property address: 104 Wenlock Court, Unit 22, Princeton, New Jersey, 08540.
3. Block and Lot as shown on the Tax Map of the Township of West Windsor, Mercer County: Block 9, Lot 204.26C3022.
4. Last owner of record: James C. Cacciabaudo and Sharon Cacciabaudo.
5. Two-bedroom moderate-income unit.
6. Initial control period expiration: September 21, 2020.
7. Extended control period date after which West Windsor Township may terminate the affordability controls: September 21, 2050.

Appendix 4:
Amendment to 400 Steps Redevelopers Agreement with
Resolution

AMENDMENT TO REDEVELOPMENT AGREEMENT

This Amendment to Redevelopment Agreement (this “**Amendment**”), is made effective this 29 day of April, 2019, by and between the **TOWNSHIP OF WEST WINDSOR** (the “**Township**”), in the County of Mercer, State of New Jersey, a municipal corporation of the State of New Jersey (the “**State**”) with offices at 271 Clarksville Road, West Windsor Township, Mercer County, New Jersey, acting in its capacity as redevelopment entity pursuant to N.J.S.A. 40A: 12A-4(c) and **400 STEPS, LLC**, a New Jersey limited liability company organized and existing under the laws of the State having its offices at 3499 Route 9 North, Suite 1-F, Freehold, New Jersey 07728 (the “**Redeveloper**” and, together with the Township, the “**Parties**”). All capitalized terms used but not defined in this Amendment shall have the meanings provided in the Redevelopment Agreement.

WITNESSETH

WHEREAS, the Redeveloper is the named “Redeveloper” under that certain Redevelopment Agreement dated Dec. 18, 2017 (the “**Redevelopment Agreement**”) entered into by and between the Parties respecting the real property known as Block 5, Lot 19 designated in the Redevelopment Agreement as the “**Property**”; and

WHEREAS, as contemplated by the Redevelopment Agreement, the Redeveloper is to redevelop the Property by constructing thereon a project consisting of up to 180 rental housing units, 20% of which will be set aside for households of low and/or moderate income, generally consistent with the Concept Plan attached as **Exhibit 1** to the Redevelopment Agreement (the “**Project**”); and

WHEREAS, the Parties desire to amend the Redevelopment Agreement to modify the Project description and terms related thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each of the Parties intending to be legally bound hereunder, the parties agree, as follows:

1. **Amendment of Defined Terms.**

The following terms are hereby deleted from the Redevelopment Agreement and replaced with the terms below (deleted language shown as ~~strike-through~~ and additional language underlined):

“**Effective Date**” shall mean the date upon which this Redevelopment Agreement is executed by both Parties or such other date as may be agreed to by the Parties in writing.

“**Inclusionary Residential Project**” shall mean a development consisting of up to ~~400~~ 180 housing units, of which 20% shall be set aside for deed restriction as “affordable” rental units in accordance with all relevant provisions of the New Jersey Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), applicable Substantive and Procedural Rules of the New Jersey Council on Affordable Housing,

and New Jersey's Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.), thereby entitling the Redeveloper to all benefits conferred by law in New Jersey as a provider of affordable housing, including without limitation the provisions of N.J.A.C. 5:93-10.1 et seq. "SUBCHAPTER 10 COST GENERATION".

"**Preliminary Real Property Appraisal Report**" shall mean that certain appraisal report, prepared by Martin Appraisal Associates, Inc., dated March 26, 2019.

"**Project**" shall mean the redevelopment of the Property, including as of right, up to ~~100~~ 180 multi-family residential units as an "Inclusionary Residential Project" as herein defined and all such other uses as shall be necessary to the Project's realization in compliance with the terms and conditions set forth in the Redevelopment Plan, Applicable Laws, Governmental Approvals and this Agreement. The Project shall be designed and constructed in accordance and conformance with the Concept Plan, the Redevelopment Plan and Applicable Law.

"**Property**" shall mean the land upon which Redeveloper will construct the Project identified on the Official Tax Map of the Township as Block 5, Lot 19, commonly known as 19 Cranbury Road, along with any necessary appurtenant rights, including but not limited to easements.

2. **Amendment of Exhibits to Redevelopment Agreement.**

(a) **Exhibit A** to the Redevelopment Agreement is hereby deleted and replaced with **Exhibit 1** attached hereto.

(b) **Exhibit B** to the Redevelopment Agreement is hereby deleted and replaced with **Exhibit 2** attached hereto.

3. **Amendment of Redevelopment Agreement.**

(a) Section 2.4 of the Redevelopment Agreement is hereby deleted and replaced with the following:

"The Project. The Project shall consist of the construction of an Inclusionary Residential Project, consisting of up to 180 multi-family residential units, 20% of which shall be set aside for deed restriction as "affordable" rental units, and all such other uses as shall be necessary to the Project's realization in compliance with the terms and conditions set forth in the Redevelopment Plan (as amended), Applicable Laws, Governmental Approvals and this Agreement."

(b) Section 2.5(c) of the Redevelopment Agreement is hereby deleted and replaced with the following:

"The affordable living units shall be a mix of studio, one-, two- and three-bedroom units, which mix shall be as determined, by the Redeveloper, but which shall be in accordance with the Uniform Housing Affordability Controls, *N.J.A.C.*

5:80-26.1 *et seq.*, particularly 5:80-26.3(b), as same may be amended, or any successor laws or regulations.”

(c) Section 3.3 of the Redevelopment Agreement is hereby amended as follows (deleted language shown as ~~strike through~~ and additional language underlined):

~~“Property Notice. After the Redeveloper’s review of the Preliminary Real Property Appraisal Report, in the event the Redeveloper desires to request the Township to acquire the Property, the Redeveloper will provide written notice to the Township of same (“Property Notice”).~~ The Redeveloper’s execution of this Amendment shall constitute written notice (the “Property Notice”) of the Redeveloper’s request that the Township acquire the Property. The Property Notice will also include the Condemnation Cost Funds required by Section 3.6(a) hereof, ~~the Acquisition Funds required by Section 3.6(b) hereof,~~ and copies of any title work, surveys, appraisals for the subject property and an estimate of Clean-up Costs in the Redeveloper’s possession at that time. With respect to estimated Clean-up Costs, the Redeveloper’s inclusion of such costs in the Property Notice shall not relieve the Redeveloper from compliance with Section 6.1(i) hereof.”

(d) Section 3.6(b) of the Redevelopment Agreement is hereby amended as follows (deleted language shown as ~~strike through~~ and additional language underlined):

~~“Within thirty (30) days of the execution of this Agreement, and as a condition precedent to the Township’s commencement of entry of a judgment that the Township has duly exercised its power of eminent domain as to the Project Area (ie, Order for Judgment and appointing commissioners) in condemnation proceedings commenced hereunder becoming final and unappealable or within five (5) days of an appeal of such order by defendant, whichever shall first occur,~~ the Redeveloper will also deposit with the Township the amount equal to one hundred ~~fifteen~~-percent (~~100~~15%) of the Offer Price (the “Acquisition Funds”), which shall be held by the Township in a separate escrow account (the “Acquisition Funds Escrow Account”). ~~Should~~ As soon thereafter as possible, the Township shall be required to file a Declaration of Taking and deposit funds into court or, if an agreement between the Property Owner, the Redeveloper and the Township so provides, make payment to the Property Owner for the acquisition of the Property, ~~and~~ and ~~If~~ there are insufficient funds in the Acquisition Funds Escrow Account to cover those costs, the Redeveloper will pay the full amount of such excess to the Township within seven (7) business days of the receipt of written notice from the Township that such costs are due (it being agreed that the Township shall not be required to advance any such funds), such costs to be deemed a lien on the Property in favor of the Township until paid unless other reasonably satisfactory security is posted. The Redeveloper will take all necessary steps and make all necessary payments to or on behalf of the Township in a timely fashion to meet this obligation of this Agreement.

In the event the Property Owner files an appeal of the entry of an Order for Judgment described above, the Township and the Redeveloper will, notwithstanding the foregoing and so long as same is acceptable under the Eminent Domain Act and permitted by the court, jointly seek to satisfy the requirement to deposit funds with the court in accordance with the Eminent Domain Act through the posting of a surety bond or similar credit facility, rather than the deposit of cash.”

(e) Section 4.2(b)(i) of the Redevelopment Agreement is hereby deleted and replaced with the following:

“4.2(b)(i) As soon as practicable after the Township’s filing of a Declaration of Taking and deposit with the New Jersey Superior Court Trust Fund Unit, of the Acquisition Funds, the Redeveloper shall file all applications for Governmental Approvals necessary to commence construction of the Project, if such applications have not already been filed and/or such Governmental Approvals have not already been granted;”

4. **Counterparts.** This Amendment may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instruction, and it shall not be necessary in making proof of this Amendment as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this document to be signed as of the date first written above.

[SEAL]

ATTEST:

TOWNSHIP OF WEST WINDSOR

Gay M. Huber
Gay Huber, Clerk

By: Hemant Marathe
Hemant Marathe, Mayor

ATTEST

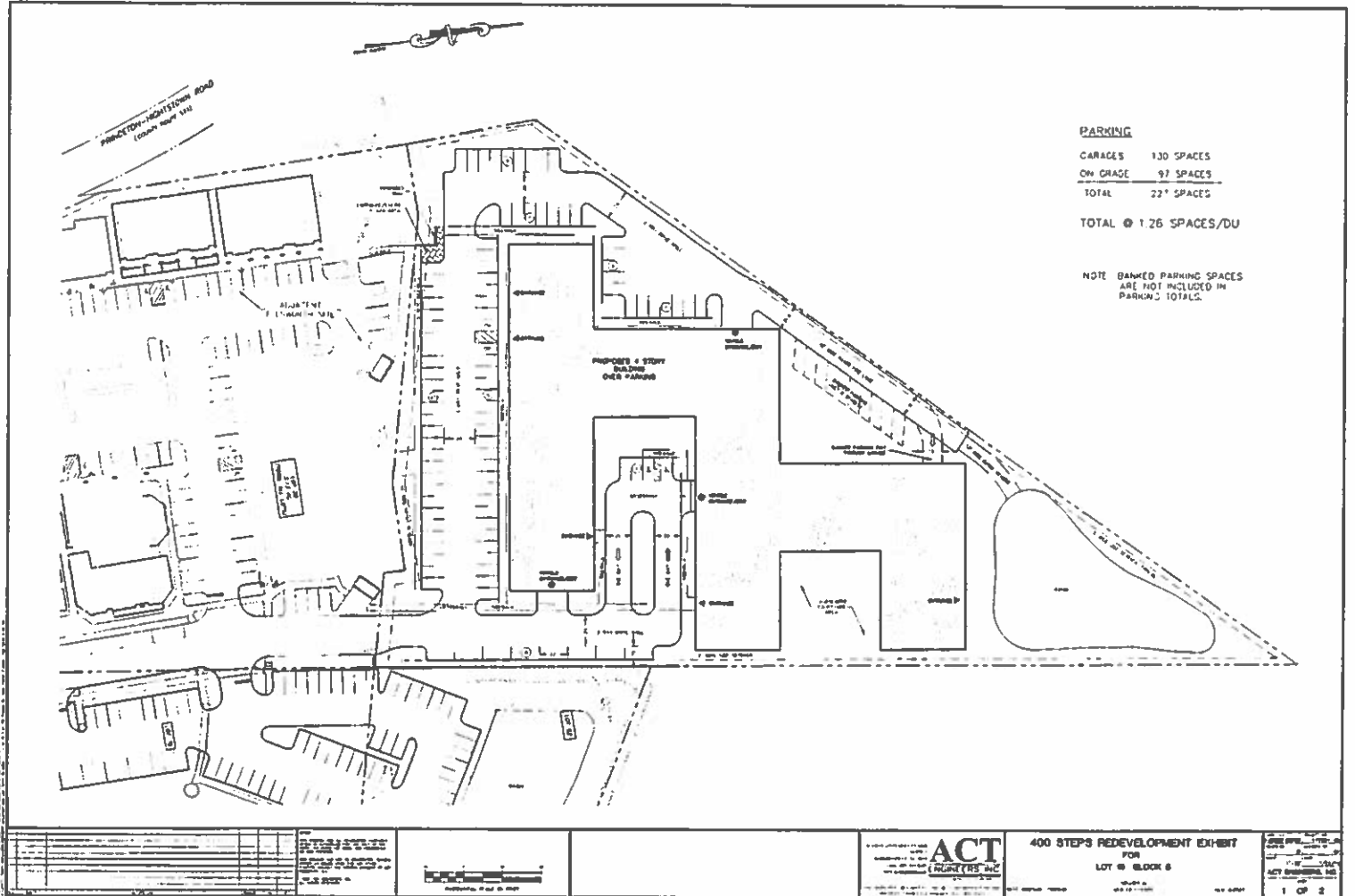
400 STEPS, LLC

Signia Altun

By: Michael McCloskey
Michael McCloskey, Managing Member

EXHIBIT 1

EXHIBIT 1



PARKING

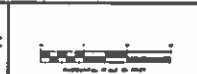
CARAGES	130 SPACES
ON GRADE	97 SPACES
TOTAL	227 SPACES

TOTAL @ 1.26 SPACES/DU

NOTE: BANKED PARKING SPACES ARE NOT INCLUDED IN PARKING TOTALS.

NO.	DATE	DESCRIPTION

SCALE: 1" = 40'-0"



PROJECT: 400 STEPS REDEVELOPMENT EXHIBIT FOR LOT 6 BLOCK 6



400 STEPS REDEVELOPMENT EXHIBIT FOR LOT 6 BLOCK 6

1 OF 2

EXHIBIT 2

West Windsor – 400 Steps – Amendment to RDA(1) GJM edits 4-18-19

PROJECT SCHEDULE

The project implementation tasks and completion dates set forth below shall be adhered to by the Redeveloper in accordance with the terms and conditions of the Redevelopment Agreement.

The following schedule represents the Redeveloper's good-faith estimate of periods achievable with best efforts, but such periods are subject to contingencies and tolling not within the Redeveloper's control, including but not limited to litigation, other agency delay, etc. The periods provided run as follows: First period, from transferring of title; Second period, from expiration of appeal period as to Resolution granting final site plan approval; Third period, from issuance of Municipal Constriction Permit; Fourth period, from commencement of construction.

	Task	Date
	Redeveloper to submit complete Planning Board application for preliminary and final site plan	90 Days
	Redeveloper to obtain all other Governmental Approvals	180 Days or use commercially reasonable efforts to diligently pursue the applications to conclusion
	Redeveloper to commence construction of Project ("Commencement of Construction")	120 Days
	Complete construction of Project ("Completion of Construction")	365 Days



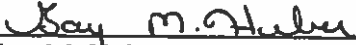
RESOLUTION

- WHEREAS, the Township Council (the “Township Council”) of the Township of West Windsor (the “Township”) designated a series of properties in Blocks 5, 6, 6.2, 12.04, 13, 57, 59 and 64 on the Township’s tax maps (collectively, together with the Additional Parcels (defined below), the “Redevelopment Area”) as an area in need of redevelopment in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et. seq.* (the “Redevelopment Law”); and
- WHEREAS, by ordinance adopted on March 23, 2009, as amended by ordinance adopted on February 27, 2017, the Township Council approved and adopted a redevelopment plan for the Redevelopment Area, entitled “Township of West Windsor Redevelopment Plan for Princeton Junction” (the “Redevelopment Plan”); and
- WHEREAS, on December 17, 2017, the Township and 400 Steps, LLC (the “Redeveloper”) entered into that certain Redevelopment Agreement (the “Original Redevelopment Agreement”) in connection with the redevelopment of the portion of the Redevelopment Area designated as Block 5, Lot 19 on the Township’s tax map (the “Project Area”); and
- WHEREAS, under the Original Redevelopment Agreement, the Redeveloper is to construct, on the Project Area, a project consisting of up to 100 rental housing units, 20% of which will be set aside for households of low and/or moderate income (the “Original Redevelopment Project”); and
- WHEREAS, the Township and the Redeveloper desire to amend the Original Redevelopment Project to provide that same will consist of up to 180 rental housing units, 20% of which will be set aside for households of low and/or moderate income (as amended, the “Redevelopment Project”); and
- WHEREAS, toward that end, the Township desires to approve a form of a redevelopment agreement amendment by and between the Township and the Redeveloper (the “Redevelopment Agreement Amendment”; a form of which is attached hereto as Exhibit A) to memorialize the terms of changes to the Original Redevelopment Agreement.
- NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED that the Mayor is hereby authorized to execute the Redevelopment Agreement Amendment by and between the Township and the Redeveloper, in a form substantially similar to that attached hereto as Exhibit A, with such additions, deletions and modifications as may be deemed necessary and appropriate, and the Township Clerk is hereby authorized and directed to attest the Mayor’s execution of the Redevelopment Agreement Amendment.

BE IT FURTHER RESOLVED that the Mayor is further authorized to execute any and all documents necessary to effectuate the intent of this resolution and the implementation of the Redevelopment Agreement, as amended by the Redevelopment Agreement Amendment.

Adopted: April 29, 2019

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 29th day of April 2019.



Gay M. Huber
Township Clerk
West Windsor Township

Exhibit A

Form of Redevelopment Agreement Amendment

Appendix 5:
Affordability Assistance: Energy Assistance Program
Operating Manual

West Windsor Township

**AFFORDABILITY ASSISTANCE:
ENERGY ASSISTANCE PROGRAM**

OPERATING MANUAL

April 22, 2019

WEST WINDSOR TOWNSHIP MANUAL FOR AFFORDABILITY ASSISTANCE: ENERGY EFFICIENCY PROGRAM

I. PREFACE

N.J.A.C. 5:97 – 8.8 (a) states that “...at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipality’s Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low-income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, and assistance with emergency repairs.”

West Windsor Township (the “Township”) has developed and implemented an energy assistance program to assist owners of deed-restricted affordable housing by providing grant funding to purchase and have installed energy efficient equipment, and thereby reduce the cost to maintain the affordable unit.

The Township has entered into an agreement with Piazza & Associates, Inc. (“Piazza”) to implement an Energy Efficiency Program (EEP) and funded that program with funds from the Housing Trust Fund as set forth in the Spending Plan. To that end, Piazza has prepared this manual to address the use of affordability assistance funds for energy assistance.

II. INTRODUCTION

This Energy Efficiency Program Manual has been prepared to assist in the administration of the Energy Efficiency Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the Energy Efficiency Program process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

Piazza & Associates, Inc. has been engaged to provide support services necessary to administer the program on behalf of the Township.

The program requirements are subject to change, and grant funding is subject to availability.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

III. PROGRAM DESCRIPTION

This program makes available grants of up to \$8,000 toward the cost of HVAC equipment, and / or the cost of a hot water heater, to income-qualified owners of deed restricted, affordable homes in the Township. By replacing existing heating /cooling (HVAC) systems and/or hot water heaters with new, high energy efficiency standards, the goal of this program is to save energy and reduce the operating costs, while maintaining a high level of comfort.

IV. GENERAL PROGRAM REQUIREMENTS

Participation in this program requires:

- (a) The equipment to be replaced must be at least 10 years old.
- (b) At the time the unit owner (hereinafter, “the Owner”) is seeking the credit, his or her household must be re-certified as an affordable household eligible for an affordable unit under applicable State regulations, except that Owners who acquired their units within the prior year do not need to be re-certified.
- (c) The equipment to be installed, in the case of HVAC equipment, must have an A.F.U.E. efficiency rating of at least 95-percent-efficiency with a R401 or better refrigerant and, in the case of a hot water heater, must be Energy Star-qualified.
- (d) The Owner shall secure at least three bids for the Work. Only HVAC contractors on a list circulated to him or her by Piazza, PSE&G, or JCP&L and, for the hot water heaters, plumbers licensed by the State of New Jersey may be solicited and considered.
- (e) The bid solicitation shall be on a form prepared by Piazza.
- (f) The Owner shall choose the contractor (hereinafter, “the Contractor”) and contract for the Work using a form prepared by Piazza and approved by the Township.

(g) The Owner may choose any of the bidders, but the Township will pay only the price of the lowest bid, up to \$8,000 (hereinafter, “the Township’s Share”), with the Owner responsible for paying any remainder (hereinafter, “the Owner’s Share”).

(h) The Owner’s Share, if any, shall be paid in full before the Township makes payment to the Contractor. The Township will not make final payment to the Contractor until after the Construction Code Official conducts a final inspection and approves the Work.

(i) The Owner must enter into an agreement with the Township in a form prepared by Piazza and approved by the Township in which he or she:

(1) Agrees to pay the Owner’s Share prior to payment by the Township of the Township’s Share.

(2) Acknowledges and agrees that the Township will not be obligated to pay more than the lowest bid, but not more than \$8,000.00.

(3) Releases the Township from any claims he or she may assert against it other than claims for the amount the Township is obligated to pay the Contractor.

(4) Releases Piazza from any claims that he or she may assert against it.

(5) Agrees to indemnify, defend, and hold the Township and Piazza harmless against any and all claims for liability for personal injury, property damage, and any other claim, cause of action, or demand made as a result of alleged acts or failure to act by the Township’s and Piazza’s employees, agents, servants and representatives.

(6) Agrees to fully cooperate with the Contractor, Township, and Piazza, including making timely arrangement for all inspections.

(7) Acknowledges that the Contractor is solely responsible for the installation and that the Township and Piazza have no responsibility with respect to the equipment or its installation and are not guarantors of the Work and agrees that communications with respect thereto shall be directed to the Contractor and not to the Township or Piazza.

(j) The contract between the Owner and Contractor (hereinafter, “the Owner-Contractor Contract”) shall:

(1) Require that the equipment to be installed shall have the energy efficiency rating set forth in Paragraph 1(c) or better.

(2) Set forth all charges, including inspection fees.

(3) Provide that the Owner is obligated to pay the entire contract amount, but indicate that the Township may, but under the Contractor Contract is not required to, pay the Township's Share and that the Contractor understands that there is a separate agreement between the Owner and Township with respect thereto, such agreement to be provided to the Contractor.

(4) Provide that the Owner's Share shall be paid before any payment by the Township is made.

(5) Provide that the Contractor releases the Township and Piazza from any claims it may assert against them:

(6) Require the Contractor to take and maintain a comprehensive general liability insurance policy insuring the Owner, the Township, and Piazza as additional insureds and lost payees against claims of bodily injury, including death, and property damage occurring during the course of the work in amounts of \$1,000,000 for each claim with respect to bodily injury or death and for property damage relating to any one occurrence.

(7) Require the Contractor to take out and maintain workers' compensation insurance and employer's liability insurance, each in the amount of \$500,000 per occurrence.

(8) Require the Contractor to indemnify, defend, and hold the Township and Piazza harmless against any and all claims for liability for personal injury, environmental contamination, property damage, and any other claim, cause of action, or demand made as a result of alleged acts or failure to act by the Township's and Piazza's employees, agents, servants, or representatives.

(9) Require the Contractor to provide the Owner with a copy of its certificate of insurance and New Jersey State business license.

(k) The bid solicitation, the contract between the Township and Owner (hereinafter, "the Township-Owner Contract") and the Owner-Contractor Contract are subject to the review and approval by Piazza, which approval shall not be unreasonably withheld.

(l) The Owner shall secure such approvals from his or her homeowners' or condominium association as are necessary.

V. GENERAL PROGRAM REQUIREMENTS

In order to qualify for the program, the gross annual income of an Owner must be less than the limits set forth below for moderate-income households in Middlesex County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION IN THE ENERGY EFFICIENCY PROGRAM						
AHPNJ 2018	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	\$55,557	\$63,494	\$71,431	\$79,368	\$85,717	\$92,066

The determination of Piazza of the income of the Owner during the recertification process will have no impact on the ownership of the affordable unit, since there is no limit on income after a home is purchased. However, the Owner must be in compliance with the affordable housing restrictions in order to take advantage of the Energy Efficiency Program grants, and the Township reserves the right to use the information that it gathers to enforce the obligations set forth in the affordable housing restrictions.

Piazza shall recertify Owners using the same process and under the same terms and conditions that it uses to certify applicants to purchase affordable units in West Windsor, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

VI. EQUIPMENT RESTRICTIONS

The minimum age of the current equipment to be eligible for replacement is 10 years. If an Owner is unsure as to the age of their equipment, they are advised to contact the West Windsor Township Code Enforcement Office to determine if their HVAC system and the hot water heater meet the age requirements set forth in the program.

VII. THE PROCESS

- a. An introductory letter and application is mailed periodically to the Owners of affordable units in the Township.
- b. If interested, the Owners may apply for the program, using the application form and submit the form, together with the required documentation to Piazza for review.
- c. Piazza makes a determination of eligibility based on the standards set forth above.
- d. Piazza notifies the status of the review as follows:
 - i. Incomplete: The Owner shall have 5 days to complete the application.
 - ii. Not approved: The Owner may not participate in the program, but can re-apply at a later date. The Owner shall pay \$100 for the cost to perform a recertification review subsequent to the initial application.

- iii. Complete and Certified: Piazza provides the Owner with a contract between the Owner and the Township for the Owner's review and execution.
- e. The Owner signs and returns the Agreement between the Owner and the Township.
- f. Piazza provides the Owner with a kit that includes:
 - i. A Request for Proposal that the Owner may use to obtain bids from contractors;
 - ii. Information regarding the operation and benefits of energy efficient equipment;
 - iii. The specification of the minimum standards of the equipment required;
 - iv. A list of plumbing contractors as well as contractors for the HVAC installations;
 - v. A bid comparison form; and
 - vi. A form of Agreement between the Owner and the Contractor.
- g. The Owner obtains three (3) bids from approved contractors.
- h. The Owner selects a Contractor and enters into an agreement pursuant to f(vi) above.
- i. The Owner submits same to Piazza for approval.
- j. Piazza returns the fully executed and approved Agreement between the Owner and Contractor.
- k. Piazza begins the request for payment process, by submitting a purchase order to the Township for review and approval.
- l. The contractor completes the work.
- m. The Owner has the work inspected by the Township and pays the Contractor the Owner's share if applicable.
- n. Piazza verifies that the payment was made and pays the Contractor the balance, not to exceed \$8,000 in total.