

2025

Master Plan Element Section IV

Housing Element & Fair Share Plan

Appendices Book 04

Adopted June 25, 2025

Township of West Windsor | Mercer County, New Jersey



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

ORDINANCE 2025-XX

**AN ORDINANCE TO AMEND AND SUPPLEMENT THE CODE OF THE
TOWNSHIP OF WEST WINDSOR (1999) TO ESTABLISH A NEW R-5E
DISTRICT**

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

Section 1. Chapter 200 of the Code of the Township of West Windsor, Land Use, Part 4, Zoning, Article XXVI, Titles, Purposes, Establishments of Districts; General Conditions, Section 200-142, Establishment of Zoning Districts, is hereby amended by adding after the line “R-5D Residence Affordable Housing” the following:

R-5E Residence Affordable Housing

Section 2. Chapter 200 of said Code, Land Use, Part 4, Zoning, Article XXVI, Titles, Purposes, Establishment of District; General Conditions, Section 200-14, Zoning Map, is amended to read as follows:

The boundaries of said zoning district is hereby established as shown on the Zoning Map, Township of West Windsor, dated May 23, 2009, and revised through _____, 2025, which, with all explanatory matter thereon, is hereby adopted and made part of this Part IV. An official copy of said Map, indicating the latest amendments shall be kept up to date in the Office of the Land Use Manager for the use and benefit of the public and shall have the most current revision date shown thereon. The Zoning Map for that shall be the official reference as to the current zoning classification of the land within the boundaries of the Township of West Windsor.

Section 3. The Zoning Map of the Township of West Windsor is hereby amended to change the zoning designation of Block 7.04 Lot 1 to the R-5E District.

Section 4. Chapter 200 of said Code, Land Use, Part 4, Zoning, Article XXVIII, Use and Bulk Regulations for Residence Districts, is hereby amended by adding the following new Section 200-189.4.

§ 200-189.4 R-5E Residence District use, bulk and other regulations.

- A. Purpose. The R-5E Residence (R-5E) District is intended to encourage the reutilization of Block 7.04 Lot 1 with a mix of residential development with appropriately small-scaled and compatible commercial development with convenient access to the US Route 1 corridor and surrounding commercial centers.
- B. Planned commercial development, development application requirements and required uses. Any development application in the R-5E District shall be submitted as a planned development by way of a preliminary site plan application for the entire district. Such application shall describe any phasing of the proposal, together with any onsite and off-tract improvements needed to support such phases. The application for preliminary site plan approval may also include a request for final approval with respect to such phase or phases. The following shall apply:
 - (1) A R-5E development shall be subject to the requirements of this section and to the mandatory findings for a planned development as required by the Municipal Land Use Law, N.J.S.A. 40:55D-45.
 - (2) Up to a maximum of 555 residential units, market and affordable, shall be provided in one or more buildings.
- C. Principal permitted uses. In the R-5E District, no building or premises shall be used, and no building shall be erected or altered which is arranged, intended, or designed to be used except for one or more of the following uses:
 - (1) Neighborhood retail uses providing for the sale of goods and services, not exceeding 5,000 square feet of floor area, including, but not limited to, convenience food stores, pharmacies, restaurants (excluding drive-through facilities), cafes, luncheonettes and delicatessens, indoor recreation facilities, including instructional studios and fitness centers, attended laundry and retail dry-cleaning services (not including bulk processing and, in case of dry-cleaning establishments, not providing for the storage of more than five gallons of flammable or toxic cleaning fluid on the premises), book, newspaper, periodical and stationary stores, copy centers, parcel package shipping stores or mailing centers, bicycle shops and bicycle rental facilities,

banks, and personal services establishments (e.g. barber or beauty salon and spa and massage services).

- (2) General and administrative offices and professional offices (e.g., physicians, lawyers and architects); small commercial offices (e.g., realtors and travel agencies); and offices incidental to uses permitted in this section.
- (3) Multi-family dwellings. The residential units shall be subject to a twenty-five percent (25%) low-and moderate-income housing set aside in accordance with Subsection I.

D. Permitted accessory uses.

- (1) Exterior recreational facilities and uses including, but not limited to swimming pools, gazebos, pavilions, kitchens, BBQ and/or fire pits, seating areas, community gardens, sport courts, putting greens, dog parks/runs, walking paths, and rooftop amenity spaces.
- (2) Interior and exterior amenities including, but not limited to lobbies, fitness facilities, club rooms, lounges, libraries, business centers, game rooms, billiard rooms, recreation rooms, private theater rooms, community kitchens for tenant use, locker rooms, mail rooms, package storage areas, valet spaces, leasing/management offices, maintenance rooms, private storage areas, and mechanical equipment/rooms.
- (3) Waste and recycling receptables, storage areas, and/or enclosure areas.
- (4) Signs.
- (5) Fences.
- (6) Retaining walls.
- (7) Temporary leasing and construction trailers.
- (8) Generators.
- (9) Off-street parking and loading, including structured and/or garage parking.

- (10) A maintenance building for snow removal and other maintenance equipment customarily incidental to multifamily residential use.
- (11) Above and/or below ground detention basins, retention basins, and/or stormwater management uses and/or structures.
- (12) Above or below-ground utilities including but not limited to sanitary sewer pump station, cable television and telephone boxes, manholes, fire hydrants, electrical transformers, and other utilities that are customary to a residential development of this type.
- (13) Accessory uses and buildings customarily associated with residential uses

- E. Minimum tract size. The entirety of the district, which shall be planned and developed in a comprehensive manner as a single integrated entity with one development application showing the proposed development for the entire district.
- F. Maximum permissible development density. 25 units per acre, which shall result in a maximum of 555 residential units.
- G. Location of nonresidential uses. Non-residential uses shall be located on the ground floor of buildings.
- H. Maximum improvement coverage. The maximum improvement coverage shall be fifty percent (50%).
- I. Twenty-five percent of the residential component shall be low-and moderate-income housing meeting all of the applicable standards and requirements for affordable units, including those set forth in Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., and Section 200-237 of the Code. At least fifty percent (50%) of the affordable units shall be made affordable to low-income households and at least thirteen percent (13%) of affordable units shall be made affordable to very low-income households earning thirty percent (30%) or less of the regional median household income by household size, which very low-income units shall be included as part of the low-income requirement. The remaining affordable units shall be made affordable to moderate-income households. The affordable units shall be located on site and shall be reasonably dispersed throughout each residential building phased in accordance with the affordable housing construction schedule set forth in N.J.A.C. 5:97-6.4(d). The state-wide non-residential

development fee shall apply to the non-residential portion of the development to the extent it includes other than residential uses.

J. Building standards.

(1) Building heights shall not exceed six (6) stories and seventy (70) feet.

(2) Yard dimensions:

[a] Front yard. One hundred and twenty-five (125) feet.

[b] Side yard: Forty (40) feet.

[c] Rear yard: Forty (40) feet.

K. Required off-street and on-street parking.

(1) The off-street parking standards set forth in § 200-27B shall apply, except as follows:

[a] The number of residential parking spaces shall conform to the requirements of the Residential Site Improvement Standards (RSIS).

[b] Off-street parking for all retail, personal service business or office uses shall be a minimum of one space per each 250 square feet of gross floor area. The applicant shall demonstrate that parking is sufficient for each use.

[c] Amenity uses for residents only shall not have an off-street parking requirement.

(2) Parking spaces shall be permitted in any yard.

L. Pedestrian and bicycle accessibility.

(1) The applicant shall provide paved pedestrian linkages to those portions of Nassau Park and Nassau Pavilion proximate to the project.

(2) Safe and secure bicycle parking shall be provided.

M. Architectural design standards and guidelines.

- (1) Buildings shall generally relate in scale to the surroundings buildings in the development. Buildings shall reflect a continuity of treatment obtained by maintaining the building scale or by subtly graduating changes; by maintaining base courses; by extending horizontal lines of fenestration; and by reflecting select architectural styles and details, design themes, building materials, and colors used in surrounding buildings.
- (2) Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. Building wall offsets, including projections such as balconies, canopies, and signs, recesses, and changes in floor level, shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, roofline offsets, dormers, or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
- (3) The architectural treatment of the front façade shall be continued in its major features around all visible exposed sides of a building. All sides of a building shall be architecturally designed to be consistent with regard to style, materials, colors, and details. Blank wall or service area treatment of side and rear elevations visible from the public views is discouraged.
- (4) Fenestration shall be architecturally compatible with the style, materials, colors, and details of the building. Windows shall be vertically proportioned wherever possible. To the extent possible, upper-story windows shall be vertically aligned with the location of windows and doors on the ground level.
- (5) All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, balustrades or others, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of the building as a whole, as shall the doors.
- (6) Heating, ventilating and air-conditioning (HVAC) systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated or placed to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties.

(7) Street furniture such as benches, streetlamps, bicycle racks, receptacles for litter, including mandatory recycling receptacles, bus stops, landscape planters and hanging baskets shall be provided, if applicable. A standard street furnishing plan shall be established for the entire district. Options shall be established in order to permit variety. Furnishings manufactured from recycled materials shall be considered. Furnishings manufactured from local or regional sources shall be considered.

N. Snow storage and removal. Procedures for snow storage and removal shall be identified on the site plan.

Section 5. In the event of any conflict between the provisions and requirements of this section and the provisions and requirements of any other section of this chapter, the provisions and requirements of this section shall govern.

Section 6. This ordinance shall take effect twenty days after action or inaction by the Mayor as approved by law, or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; and upon publication according to law.

Introduction:

Planning Board Approval:

Public Hearing:

Adoption:

Mayor Approval:

Effective Date:

Appendix E-2:
Draft Ordinance re: Woodmont
Commercial Site

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

ORDINANCE 2025-XX

**AN ORDINANCE TO AMEND AND SUPPLEMENT THE CODE OF THE
TOWNSHIP OF WEST WINDSOR (1999) TO ESTABLISH A NEW R-5F
DISTRICT**

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

Section 1. Chapter 200 of the Code of the Township of West Windsor, Land Use, Part 4, Zoning, Article XXVI, Titles, Purposes, Establishments of Districts; General Conditions, Section 200-142, Establishment of Zoning Districts, is hereby amended by adding after the line “R-5D Residence Affordable Housing” the following:

R-5F Residence Affordable Housing

Section 2. Chapter 200 of said Code, Land Use, Part 4, Zoning, Article XXVI, Titles, Purposes, Establishment of District; General Conditions, Section 200-14, Zoning Map, is amended to read as follows:

The boundaries of said zoning district is hereby established as shown on the Zoning Map, Township of West Windsor, dated May 23, 2009, and revised through _____, 2025, which, with all explanatory matter thereon, is hereby adopted and made part of this Part IV. An official copy of said Map, indicating the latest amendments shall be kept up to date in the Office of the Land Use Manager for the use and benefit of the public and shall have the most current revision date shown thereon. The Zoning Map for that shall be the official reference as to the current zoning classification of the land within the boundaries of the Township of West Windsor.

Section 3. The Zoning Map of the Township of West Windsor is hereby amended to change the zoning designation of Block 86 Lot 58.02 to the R-5F District.

Section 4. Chapter 200 of said Code, Land Use, Part 4, Zoning, Article XXVIII, Use and Bulk Regulations for Residence Districts, is hereby amended by adding the following new Section 200-189.5.

§ 200-189.5 R-5F Residence District use, bulk and other regulations.

- A. Purpose. The R-5F Residence (R-5F) District is intended to encourage the production of very -low, low-, and moderate -income housing units in conformance with the latest procedural and substantive rules for affordable housing, as determined by the courts or other applicable authority, by permitting an inclusionary multifamily development subject to the following regulations.
- B. Principal permitted uses. In the R-5F District, no building or premises shall be used, and no building shall be erected or altered which is arranged, intended, or designed to be used except for one or more of the following uses:
 - (1) Multi-family dwellings. The residential units shall be subject to a twenty-five percent (25%) low-and moderate-income housing set aside in accordance with Subsection G.
- C. Permitted accessory uses.
 - (1) Recreational, clubhouse, swimming pool, recycling buildings, and open space facilities, including, but not limited to, walkways, courtyards, plazas, community centers , and community gardens.
 - (2) Amenity space on the ground floor of buildings for use by residents.
 - (3) Off-street parking and loading designed in an aesthetically appealing manner in terms of layout and materials.
 - (4) Signs.
 - (5) Street furniture, planters, approved public art elements, gazebos, park shelters, information kiosks, and waste/recycling receptacles.
 - (6) Fences and walls which shall complement the architectural style, type and design of the building and the overall project design. Such fences and walls shall be constructed in accordance with a fence and wall design plan approved by the board of jurisdiction.

- (7) Decks, patios and terraces, which shall complement the architectural style, type and design on the building and the overall project design. Such features shall be constructed in accordance with a deck, patio and terrace design plans approved by the board of jurisdiction.
- (8) Garages for use by residential tenants.
- (9) Accessory uses and buildings customarily associated with residential uses.

D. Minimum tract size. The entirety of the district, which shall be planned and developed in a comprehensive manner as a single integrated entity with one development application showing the proposed development for the entire district.

E. Maximum permissible development density. 24 units per acre as measured by the district boundary line, which shall result in a maximum of 35 residential units.

F. Maximum improvement coverage. The maximum improvement coverage shall be sixty-five percent (65%) of the district.

G. Twenty-five percent of the residential component shall be low-and moderate-income housing meeting all of the applicable standards and requirements for affordable units, including those set forth in Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., and Section 200-237 of the Code. At least fifty percent (50%) of the affordable units shall be made affordable to low-income households and at least thirteen percent (13%) of affordable units shall be made affordable to very low-income households earning thirty percent (30%) or less of the regional median household income by household size, which very low-income units shall be included as part of the low-income requirement. The remaining affordable units shall be made affordable to moderate-income households. The affordable units shall be located on site and shall be reasonably dispersed throughout each residential building phased in accordance with the affordable housing construction schedule set forth in N.J.A.C. 5:97-6.4(d). The state-wide non-residential development fee shall apply to the non-residential portion of the development to the extent it includes other than residential uses.

H. Building standards.

- (1) Building heights shall not exceed four (4) stories and sixty (60) feet.

(2) Yard dimensions:

[a] Front yard. Thirty (30) feet.

[b] Side yard: Forty (40) feet.

[c] Rear yard: Forty (40) feet.

I. Required off-street and on-street parking. The number of residential parking spaces shall conform to the requirements of the Residential Site Improvement Standards (RSIS).

J. Safe and secure bicycle parking shall be provided.

K. Architectural design standards and guidelines.

(1) Buildings shall generally relate in scale to the surrounding buildings. Buildings shall reflect a continuity of treatment obtained by maintaining the building scale or by subtly graduating changes; by maintaining base courses; by extending horizontal lines of fenestration; and by reflecting select architectural styles and details, design themes, building materials, and colors used in surrounding buildings.

(2) Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. Building wall offsets, including projections such as balconies, canopies, and signs, recesses, and changes in floor level, shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, roofline offsets, dormers, or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.

(3) The architectural treatment of the front façade shall be continued in its major features around all visible exposed sides of a building. All sides of a building shall be architecturally designed to be consistent with regard to style, materials, colors, and details. Blank wall or service area treatment of side and rear elevations visible from the public views is discouraged.

(4) Fenestration shall be architecturally compatible with the style, materials, colors, and details of the building. Windows shall be vertically proportioned

wherever possible. To the extent possible, upper-story windows shall be vertically aligned with the location of windows and doors on the ground level.

- (5) All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, balustrades or others, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of the building as a whole, as shall the doors.
- (6) Heating, ventilating and air-conditioning (HVAC) systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated or placed to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties.
- (7) Street furniture such as benches, streetlamps, bicycle racks, receptacles for litter, including mandatory recycling receptacles, bus stops, landscape planters and hanging baskets shall be provided, if applicable. A standard street furnishing plan shall be established for the entire district. Options shall be established in order to permit variety. Furnishings manufactured from recycled materials shall be considered. Furnishings manufactured from local or regional sources shall be considered.

- L. Snow storage and removal. Procedures for snow storage and removal shall be identified on the site plan.

Section 5. In the event of any conflict between the provisions and requirements of this section and the provisions and requirements of any other section of this chapter, the provisions and requirements of this section shall govern.

Section 6. This ordinance shall take effect twenty days after action or inaction by the Mayor as approved by law, or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; and upon publication according to law.

Introduction:

Planning Board Approval:

Public Hearing:

Adoption:

Mayor Approval:

Effective Date:

Appendix E-3:
Draft Ordinance re: Obals/LaPlaca Site

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

ORDINANCE 2025-XX

**AN ORDINANCE TO AMEND AND SUPPLEMENT THE CODE OF THE
TOWNSHIP OF WEST WINDSOR (1999) TO ESTABLISH A NEW R-5G
DISTRICT**

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

Section 1. Chapter 200 of the Code of the Township of West Windsor, Land Use, Part 4, Zoning, Article XXVI, Titles, Purposes, Establishments of Districts; General Conditions, Section 200-142, Establishment of Zoning Districts, is hereby amended by adding after the line “R-5D Residence Affordable Housing” the following:

R-5G Residence Affordable Housing

Section 2. Chapter 200 of said Code, Land Use, Part 4, Zoning, Article XXVI, Titles, Purposes, Establishment of District; General Conditions, Section 200-14, Zoning Map, is amended to read as follows:

The boundaries of said zoning district is hereby established as shown on the Zoning Map, Township of West Windsor, dated May 23, 2009, and revised through _____, 2025, which, with all explanatory matter thereon, is hereby adopted and made part of this Part IV. An official copy of said Map, indicating the latest amendments shall be kept up to date in the Office of the Land Use Manager for the use and benefit of the public and shall have the most current revision date shown thereon. The Zoning Map for that shall be the official reference as to the current zoning classification of the land within the boundaries of the Township of West Windsor.

Section 3. The Zoning Map of the Township of West Windsor is hereby amended to change the zoning designation of Block 7 Lots 9.01 and 31 to the R-5G District.

Section 4. Chapter 200 of said Code, Land Use, Part 4, Zoning, Article XXVIII, Use and Bulk Regulations for Residence Districts, is hereby amended by adding the following new Section 200-189.6.

§ 200-189.6 R-5G Residence District use, bulk and other regulations.

- A. Purpose. The R-5G Residence (R-5F) District is intended to encourage the production of very -low, low-, and moderate -income housing units in conformance with the latest procedural and substantive rules for affordable housing, as determined by the courts or other applicable authority, by permitting an inclusionary multifamily development subject to the following regulations.
- B. Principal permitted uses. In the R-5F District, no building or premises shall be used, and no building shall be erected or altered which is arranged, intended, or designed to be used except for one or more of the following uses:
 - (1) Multi-family dwellings including townhouses and stacked townhouses. The residential units shall be subject to a twenty-five percent (25%) low-and moderate-income housing set aside in accordance with Subsection G.
- C. Permitted accessory uses.
 - (1) Recreational, clubhouse, swimming pool, recycling buildings, and open space facilities, including, but not limited to, walkways, courtyards, plazas, community centers , and community gardens.
 - (2) Amenity space on the ground floor of buildings for use by residents.
 - (3) Off-street parking and loading designed in an aesthetically appealing manner in terms of layout and materials.
 - (4) Signs.
 - (5) Street furniture, planters, approved public art elements, gazebos, park shelters, information kiosks, and waste/recycling receptacles.
 - (6) Fences and walls which shall complement the architectural style, type and design of the building and the overall project design. Such fences and walls shall be constructed in accordance with a fence and wall design plan approved by the board of jurisdiction.

- (7) Decks, patios and terraces, which shall complement the architectural style, type and design on the building and the overall project design. Such features shall be constructed in accordance with a deck, patio and terrace design plans approved by the board of jurisdiction.
- (8) Garages for use by residential tenants.
- (9) Accessory uses and buildings customarily associated with residential uses.

D. Minimum tract size. The entirety of the district, which shall be planned and developed in a comprehensive manner as a single integrated entity with one development application showing the proposed development for the entire district.

E. Maximum permissible development density. 15.2 units per acre, which shall result in a maximum of 80 residential units.

F. Maximum improvement coverage. The maximum improvement coverage shall be seventy percent (70%) of the district.

G. Twenty-five percent of the residential component shall be low-and moderate-income housing meeting all of the applicable standards and requirements for affordable units, including those set forth in Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., and Section 200-237 of the Code. At least fifty percent (50%) of the affordable units shall be made affordable to low-income households and at least thirteen percent (13%) of affordable units shall be made affordable to very low-income households earning thirty percent (30%) or less of the regional median household income by household size, which very low-income units shall be included as part of the low-income requirement. The remaining affordable units shall be made affordable to moderate-income households. The affordable units shall be located on site and shall be reasonably dispersed throughout each residential building phased in accordance with the affordable housing construction schedule set forth in N.J.A.C. 5:97-6.4(d). The state-wide non-residential development fee shall apply to the non-residential portion of the development to the extent it includes other than residential uses.

H. Building standards.

- (1) Building heights shall not exceed four (4) stories and fifty (50) feet.

(2) Yard dimensions:

- [a] Front yard. Forty (40) feet.
- [b] Side yard: Twenty-five (25) feet.
- [c] Rear yard: Twenty-five (25) feet.

- I. Individual lot requirements. There shall be no limitation on maximum improvement coverage for individual lots within the R-5G District. Lot widths, frontages, rear yards, side yards, front yards, lot dimensions, parking lot locations and building distances may be freely arranged and disposed of within the District. A lot need not front on a street and there are no minimum building distances for individual lots in the same building. The intent of this provision is to permit individual buildings and/or associated parking areas to exist as separate lots either through subdivision or via condominium arrangements. However, each individual lot shall be subject to and may only be improved in accordance with the final subdivision and/or site plan approval for the R-5G District in accordance with these district regulations. The board of jurisdiction shall condition final approval upon submission by the applicant and approval by the board attorney of a declaration of covenants and restrictions or other suitable instrument setting forth the mechanisms by which and providing adequate assurances that security, outside cleaning and other routine external maintenance, external repainting, maintenance of the common open space, garbage collection, snow removal and other appropriate items will be provided.
- J. Required off-street and on-street parking. The number of residential parking spaces shall conform to the requirements of the Residential Site Improvement Standards (RSIS).
- K. Safe and secure bicycle parking shall be provided.
- L. Architectural and site design standards. In addition to the standards applicable to all districts and the goals and policies, and in lieu of the standards established in § 200-30A and § 200-36B(2), the following shall apply.
 - (1) Buildings shall reflect a continuity of treatment through the district, obtained by maintaining the building scale or by subtly graduating changes; by maintaining base courses; by maintaining cornice lines in buildings of the same height; by extending horizontal lines of fenestration (windows); and by reflecting architectural styles and details, design themes, building materials

and colors used in surrounding buildings. To the extent possible, upper-story windows shall be vertically aligned with the location of windows and doors on the ground level.

- (2) Signage and lighting shall be designed in a manner complementary to the building's architecture.
- (3) Pitched roofs (5/12 to 12/12) are recommended. Both gable and hipped roofs shall provide overhanging eaves on all sides that extend a minimum of one foot beyond the building wall. Generally, flat and mansard-type roofs should be avoided; however, such roof treatments may be allowed if the architectural detail, style, proportion and massing is complementary of adjacent structures and consistent with a small-scale village character. Buildings may have flat roofs, provided that all visibly exposed walls have an articulated cornice that projects horizontally from the vertical building wall plane
- (4) A maximum of eight (8) dwelling units in a single row with a minimum offset of two to four feet between every two dwelling units are encouraged. The front facade of no more than five (5) dwelling units should be permitted in a straight line.
- (5) A minimum distance of 25 feet shall be established between buildings, exclusive of architectural accents including but not limited to nooks, notches, or bays.
- (6) Each dwelling unit shall have not less than two exposures (i.e. two window walls)

M. Snow storage and removal. Procedures for snow storage and removal shall be identified on the site plan.

Section 5. In the event of any conflict between the provisions and requirements of this section and the provisions and requirements of any other section of this chapter, the provisions and requirements of this section shall govern.

Section 6. This ordinance shall take effect twenty days after action or inaction by the Mayor as approved by law, or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; and upon publication according to law.

Introduction:

Planning Board Approval:

Public Hearing:

Adoption:

Mayor Approval:

Effective Date:

Appendix E-4:
Draft Ordinance re: Carnegie Center

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

ORDINANCE 2025-XX

**AN ORDINANCE TO AMEND AND SUPPLEMENT THE CODE OF THE
TOWNSHIP OF WEST WINDSOR (1999) TO ESTABLISH A NEW R-5H
DISTRICT**

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

Section 1. Chapter 200 of the Code of the Township of West Windsor, Land Use, Part 4, Zoning, Article XXVI, Titles, Purposes, Establishments of Districts; General Conditions, Section 200-142, Establishment of Zoning Districts, is hereby amended by adding after the line “R-5D Residence Affordable Housing” the following:

R-5H Residence Affordable Housing

Section 2. Chapter 200 of said Code, Land Use, Part 4, Zoning, Article XXVI, Titles, Purposes, Establishment of District; General Conditions, Section 200-14, Zoning Map, is amended to read as follows:

The boundaries of said zoning district is hereby established as shown on the Zoning Map, Township of West Windsor, dated May 23, 2009, and revised through _____, 2025, which, with all explanatory matter thereon, is hereby adopted and made part of this Part IV. An official copy of said Map, indicating the latest amendments shall be kept up to date in the Office of the Land Use Manager for the use and benefit of the public and shall have the most current revision date shown thereon. The Zoning Map for that shall be the official reference as to the current zoning classification of the land within the boundaries of the Township of West Windsor.

Section 3. The Zoning Map of the Township of West Windsor is hereby amended to change the zoning designation of Block 9, Lots 84 and 85 to the R-5H District.

Section 4. Chapter 200 of said Code, Land Use, Part 4, Zoning, Article XXVIII, Use and Bulk Regulations for Residence Districts, is hereby amended by adding the following new Section 200-189.7.

§ 200-189.7 R-5H Residence District use, bulk and other regulations.

- A. Purpose. The R-5H Residence (R-5H) District is intended to encourage a mix of residential development with appropriately small-scaled and compatible commercial development with convenient access to the US Route 1 corridor, proximate to the train station and surrounding commercial employment centers including the Carnegie Center campus in which it is located. Specifically, the district is intended to permit a compact mix of market-rate and affordable residential dwelling units with small-scale commercial uses in a bicycle and pedestrian friendly environment close to mass transit services and employment opportunities.
- B. Planned commercial development, development application requirements and required uses. Any development application in the R-5H District shall be submitted as a planned development by way of a preliminary site plan application for the entire district. Such application shall describe any phasing of the proposal, together with any onsite and off-tract improvements needed to support such phases. The application for preliminary site plan approval may also include a request for final approval with respect to such phase or phases. Any application shall include proposed amendments to the Carnegie Center East ‘Preliminary B’ master plan and Carnegie Center II Design Guidelines to reflect the R-5H District development. The following shall apply:
 - (1) A R-5H development shall be subject to the requirements of this section and to the mandatory findings for a planned development as required by the Municipal Land Use Law, N.J.S.A. 40:55D-45.
 - (2) Up to a maximum of 200 residential units, market and affordable, shall be provided in one or more buildings.
 - (3) Buildings shall create residential edges as a “front” door to Carnegie Center Drive.
 - (4) The development shall contain a central lawn area for gathering and recreation activities for residents.

C. Principal permitted uses. In the R-5H District, no building or premises shall be used, and no building shall be erected or altered which is arranged, intended, or designed to be used except for one or more of the following uses:

- (1) Neighborhood retail uses providing for the sale of goods and services, not exceeding 10,000 square feet of floor area, including, but not limited to, convenience food stores, pharmacies, restaurants (excluding drive-through facilities), cafes, luncheonettes and delicatessens, indoor recreation facilities, including instructional studios and fitness centers, attended laundry and retail dry-cleaning services (not including bulk processing and, in case of dry-cleaning establishments, not providing for the storage of more than five gallons of flammable or toxic cleaning fluid on the premises), book, newspaper, periodical and stationary stores, copy centers, parcel package shipping stores or mailing centers, bicycle shops and bicycle rental facilities, banks, and personal services establishments (e.g. barber or beauty salon and spa and massage services).
- (2) General and administrative offices and professional offices (e.g., physicians, lawyers and architects); small commercial offices (e.g., realtors and travel agencies); and offices incidental to uses permitted in this section.
- (3) Multi-family dwellings including garden apartments and mid-rise apartments. The residential units shall be subject to a twenty-five percent (25%) low-and moderate-income housing set aside in accordance with Subsection H.

D. Permitted accessory uses.

- (1) Recreational, clubhouse, swimming pool, recycling buildings, and open space facilities, including, but not limited to, walkways, courtyards, plazas, community centers , and community gardens.
- (2) Amenity space on the ground floor of buildings for use by residents.
- (3) Off-street parking and loading designed in an aesthetically appealing manner in terms of layout and materials.
- (4) On-street parking.
- (5) Signs.

- (6) Street furniture, planters, approved public art elements, gazebos, park shelters, information kiosks, and waste/recycling receptacles.
- (7) Sidewalk cafes associated with permitted restaurants.
- (8) Fences and walls which shall complement the architectural style, type and design of the building and the overall project design. Such fences and walls shall be constructed in accordance with a fence and wall design plan approved by the board of jurisdiction.
- (9) Decks, patios and terraces, which shall complement the architectural style, type and design on the building and the overall project design. Such features shall be constructed in accordance with a deck, patio and terrace design plans approved by the board of jurisdiction.
- (10) Walk-up ATMs.
- (11) Garages for use by residential tenants.
- (12) Accessory uses and buildings customarily associated with residential uses.

E. Minimum tract size. The entirety of the district, which shall be planned and developed in a comprehensive manner as a single integrated entity with one development application showing the proposed development for the entire district.

F. Maximum permissible development density. 14.8 units per acre, which shall result in a maximum of 200 residential units.

G. Location of nonresidential uses. Non-residential uses shall be located on the ground floor of buildings.

H. Maximum improvement coverage. The maximum improvement coverage shall be seventy percent (70%).

I. Twenty-five percent of the residential component shall be low-and moderate-income housing meeting all of the applicable standards and requirements for affordable units, including those set forth in Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., and Section 200-237 of the Code. At least fifty percent (50%) of the affordable units shall be made affordable to low-income households and

at least thirteen percent (13%) of affordable units shall be made affordable to very low-income households earning thirty percent (30%) or less of the regional median household income by household size, which very low-income units shall be included as part of the low-income requirement. The remaining affordable units shall be made affordable to moderate-income households. The affordable units shall be located on site and shall be reasonably dispersed throughout each residential building phased in accordance with the affordable housing construction schedule set forth in N.J.A.C. 5:97-6.4(d). The state-wide non-residential development fee shall apply to the non-residential portion of the development to the extent it includes other than residential uses.

J. Building standards.

(1) Building heights shall not exceed four (4) stories and fifty-five (55) feet.

(2) Yard dimensions:

- [a] Front yard. Minimum of fifteen (15) feet on internal streets and drives and twenty-five (25) feet on public streets measured from the property line. Paved areas for access to garages and parking lots are permitted in front yards.
- [b] For buildings that front Carnegie Center Drive, the yard setback shall be a minimum of fifteen (15) feet from the property line.

K. Required off-street and on-street parking.

(1) All streets shall be designed to accommodate two travel lanes.

(2) The off-street parking standards set forth in § 200-27B shall apply, except as follows:

- [a] The number of residential parking spaces shall conform to the requirements of the Residential Site Improvement Standards (RSIS).
- [b] Off-street parking for all retail, personal service business or office uses shall be a minimum of one space per each 500 square feet of gross floor area. The applicant shall demonstrate that parking is sufficient for each use.

- [b] Off-street parking for restaurants set forth in Section 200-27B shall apply in the R-5H District unless authorized otherwise by the board of jurisdiction based on the applicant demonstrating that parking is sufficient for the use.
- [c] Amenity uses for residents only shall not have an off-street parking requirement.

(3) Parallel on-street parking shall be permitted on internal streets of the development to meet parking requirements. The number, location and design of on-street parking shall be in accordance with an on-street parking plan approved by the board of jurisdiction.

L. Pedestrian and bicycle accessibility.

- (1) A comprehensive bicycle and pedestrian circulation system shall be provided between all buildings, along roads, and through open space.
- (2) The applicant shall provide paved pedestrian/bicycle linkages to those portions of Carnegie Center Drive surrounding the project as well as to commercial properties along the Meadow Road corridor.
- (3) Safe and secure bicycle parking shall be provided.

M. Architectural design standards and guidelines.

- (1) Buildings shall generally relate in scale to the surroundings buildings in the development. Buildings shall reflect a continuity of treatment obtained by maintaining the building scale or by subtly graduating changes; by maintaining base courses; by extending horizontal lines of fenestration; and by reflecting select architectural styles and details, design themes, building materials, and colors used in surrounding buildings.
- (2) Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. Building wall offsets, including projections such as balconies, canopies, and signs, recesses, and changes in floor level, shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, roofline offsets, dormers, or gables

shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.

- (3) The architectural treatment of the front façade shall be continued in its major features around all visible exposed sides of a building. All sides of a building shall be architecturally designed to be consistent with regard to style, materials, colors, and details. Blank wall or service area treatment of side and rear elevations visible from the public views is discouraged.
- (4) Fenestration shall be architecturally compatible with the style, materials, colors, and details of the building. Windows shall be vertically proportioned wherever possible. To the extent possible, upper-story windows shall be vertically aligned with the location of windows and doors on the ground level.
- (5) All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, balustrades or others, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of the building as a whole, as shall the doors.
- (6) Heating, ventilating and air-conditioning (HVAC) systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated or placed to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties.
- (7) Street furniture such as benches, streetlamps, bicycle racks, receptacles for litter, including mandatory recycling receptacles, bus stops, landscape planters and hanging baskets shall be provided, if applicable. A standard street furnishing plan shall be established for the entire district. Options shall be established in order to permit variety. Furnishings manufactured from recycled materials shall be considered. Furnishings manufactured from local or regional sources shall be considered.

N. Snow storage and removal. Procedures for snow storage and removal shall be identified on the site plan.

Section 5. In the event of any conflict between the provisions and requirements of this section and the provisions and requirements of any other section of this chapter, the provisions and requirements of this section shall govern.

Section 6. This ordinance shall take effect twenty days after action or inaction by the Mayor as approved by law, or an override of a mayoral veto by the Council, whichever is applicable; upon filing with the Mercer County Planning Board; and upon publication according to law.

Introduction:

Planning Board Approval:

Public Hearing:

Adoption:

Mayor Approval:

Effective Date:

Appendix E-5: Draft Ordinance re: Ellsworth Center

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

ORDINANCE NO. 2025-XX

**AN ORDINANCE TO AMEND AND SUPPLEMENT THE PRINCETON JUNCTION
REDEVELOPMENT PLAN REGULATORY PROVISIONS IN THE CODE OF THE TOWNSHIP
OF WEST WINDSOR TO CREATE THE RP-7A PRINCETON JUNCTION REDEVELOPMENT
PLAN DISTRICT AND THE RP-7B PRINCETON JUNCTION REDEVELOPMENT PLAN
DISTRICT**

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

Section 1. Chapter 200 of the Code of West Windsor, Land Use, Part 4, Zoning, Article XXVI, Titles, Purposes, Establishment of Districts; General Conditions, Section 200-142, Establishment of Zoning Districts, is hereby amended by adding after the line "RP-7 of the Princeton Junction Redevelopment Plan."

RP-7A Of the Princeton Junction Redevelopment Plan

RP-7B of the Princeton Junction Redevelopment Plan

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

The boundaries of said zoning district is hereby established as shown on the Zoning Map, Township of West Windsor, dated July 12, 2021, and revised through _____, which, with all explanatory matter thereon, is hereby adopted and made part of this Part 4. An official copy of said Map, indicating the latest amendments, shall be kept up-to-date in the office of the Land Use Manager for the use and benefit of the public and shall have the most current revision date shown thereon. The Zoning Map for that shall be the official reference as to the current zoning classification of the land within the boundaries of the Township of West Windsor.

Section 3. The Zoning Map of the Township of West Windsor is hereby amended to change the zoning designation of Block 5 Lot 20 to the RP-7A Princeton Junction Redevelopment Plan District.

Section 4. The Zoning Map of the Township of West Windsor is hereby amended to change the zoning designation of Block 5 Lots 62 and 76 to the RP-7B Princeton Junction Redevelopment Plan District.

Section 5. Chapter 200 of said Code, Land Use, Part 5, Princeton Junction Redevelopment Plan Regulatory Provisions, Article XXXIV, Land Use Controls, is hereby amended by adding a new Section 200-266.1 entitled RP-7A District.

§ 200-266.1 RP-7A District.

A. Purpose. The purpose of the RP-7A District is three-fold: to contribute to the “Main Street” environment envisioned by the RP-7 District by providing additional residential units within walking distance to the Princeton Hightstown Road corridor; to create an attractive mixed-use center within walking distance to the train station which will serve as a community space for residents and commuters alike; and to serve as a transition area between the mixed-use nature of the Princeton Hightstown Road corridor to the south and the residential character of Cranbury Road to the east.

An objective of this district is to achieve a desirable mix of commercial, office, civic, and residential uses within a vibrant, pedestrian-friendly, village environment with an emphasis on uses which service local needs. It is intended to encourage pedestrian flow through the area by permitting stores, shops, offices, and personal service establishments as well as residential units. This district does not envision that the ground floors of all buildings within the district will be used for commercial purposes. Rather, mixed-use buildings with ground floor commercial space are encouraged nearer the intersection of Princeton Hightstown Road and Cranbury Road, while newly constructed buildings further from this intersection may be fully residential in nature.

Ultimately, it is anticipated that the RP-7A District and the adjoining RP-7B District will be developed in a comprehensive, complementary and integrated manner.

- (1) Permitted Principal Uses. In the RP-7A District, no building or premises shall be used and no building shall be erected or altered on a lot which is arranged, intended or designed to be used, except for one or more of the following uses. Unless otherwise noted, all uses shall be located on the first floor.
 - (a) Stores and shops for the conduct of any retail business, including specialty and gift shops and boutiques, excluding drive-through facilities.
 - (b) Personal service establishments (e.g., tailor, barbershop, spa, or beauty salon).

- (c) Offices for professional services (e.g., lawyers, financial advisors, land use planners, or architects); small commercial offices (e.g., realtors or travel agencies); small governmental offices (e.g., post office branch); and offices incidental to uses permitted in this section. Medical offices shall not be permitted.
- (d) Restaurants, cafes, coffee and tea shops (including on-site roasting), luncheonettes and delicatessens, excluding curb service establishments and drive-through facilities but not excluding walk-up services and outdoor dining.
- (e) Brew pubs and limited breweries.
- (f) Indoor recreation facilities, including but not limited to instructional studios, maker spaces, fitness centers, yoga studios, and sports and wellness facilities.
- (g) Repair and servicing, indoors only, of any article for sale which is permitted in this district.
- (h) Banks and similar financial institutions. Banks shall include walk-up automated teller machines (ATM), provided that such are compatible with the design of the building and are appropriately located at the side or rear of a building. Drive-throughs shall not be permitted.
- (i) Attended laundry and retail dry-cleaning services, not including bulk processing and, in the case of dry-cleaning establishments, not providing for the storage of more than five gallons of flammable or toxic cleaning fluid on the premises.
- (j) Book, newspaper, periodical and stationery stores and copy centers.
- (k) Parcel package shipping stores or mailing centers.
- (l) Museums, art galleries and other cultural and civic facilities of a similar nature.
- (m) Parks and plazas.
- (n) Buildings and uses for municipal purposes owned or operated by West Windsor Township or not-for-profits designated by the Township.

- (o) Residential units which may be located on any floor as established herein, including affordable housing meeting all the standards established herein.
- (2) Permitted Accessory Uses
 - (a) Recreational and/or open space facilities, including, but not limited to, walkways, courtyards and plazas.
 - (b) Off-street parking and loading, including ground-floor and basement parking.
 - (c) Signs.
 - (d) Street furnishings, planters, street lights, and exterior, garden-type, shade structures (gazebos).
 - (e) Sidewalk cafes associated with permitted restaurants.
 - (f) Fences and walls, which shall complement the architectural style, type and design of the building and the overall project design.
 - (g) Decks, patios and terraces, which shall complement the architectural style, type and design of the building and the overall project design.
 - (h) Community bulletin or message boards, including electronic signs with changeable type only for the purpose of conveying information about community events. However, animated-type signs shall not be permitted.
 - (i) Public service facilities.
 - (j) Accessory uses customarily incidental to permitted principal uses, including structured parking for uses on-site or immediately adjacent to the RP-7A District.

B. RP-7A District Intensity, Bulk and other Regulations

- (1) Maximum FAR: 0.25. Residential units and associated residential spaces shall not be included in the FAR calculation.
- (2) Maximum improvement coverage: 80%.
- (3) Maximum Density: The maximum density for RP-7A District shall not exceed 20 units per acre, which shall result in no more than 61 total residential units.

- (4) Yards, as measured from the district boundary line.
 - (a) Minimum front yard setback: 8 feet.
 - (b) Minimum setback to curb: 12 feet.
 - (c) Minimum and maximum side or rear yard (each): minimum of 0 feet, if attached to an adjacent building, or a minimum of five feet if not attached to an adjacent building; maximum of 20 feet.
- (5) Individual lot requirements. There shall be no maximum FAR or limitation on maximum improvement coverage for individual lots within the RP-7A District. Lot widths, frontages, rear yards, side yards, front yards, lot dimensions, parking lot locations and building distances may be freely arranged and disposed of within the District. A lot need not front on a street and there are no minimum building distances for individual lots in the same building. The intent of this provision is to permit individual buildings and/or associated parking areas to exist as separate lots either through subdivision or via condominium arrangements. However, each individual lot shall be subject to and may only be improved in accordance with the final subdivision and/or site plan approval for the RP-7A in accordance with these district regulations. The board of jurisdiction shall condition final approval upon submission by the applicant and approval by the board attorney of a declaration of covenants and restrictions or other suitable instrument setting forth the mechanisms by which and providing adequate assurances that security, outside cleaning and other routine external maintenance, external repainting, maintenance of the common open space, garbage collection, snow removal and other appropriate items will be provided.
- (6) Maximum building height:
 - (a) For buildings setback less than 245 feet from Cranbury Road, the maximum building height shall be 3 stories.
 - (b) For buildings setback greater than 245 feet from Cranbury Road, the maximum building height shall be 4 stories above a basement and/or cellar.
- (7) First-floor use.
 - (a) Retail or personal service uses or commercial uses are required on the first floor of existing buildings along Cranbury

Road, with office or residential units only permitted on the top floor(s).

- (b) For all new buildings or building additions constructed after the adoption of this Redevelopment Plan, residential units and/or associated residential spaces and parking garages may be constructed on the first floor.

(8) Parking standards.

- (a) In lieu of the standards set forth in § 200-27B, the following off-street parking standards shall apply: one space for every 375 square feet of nonresidential use and one space per residential unit.
- (b) Off-street parking lots shall be accessed by means of common driveways to the extent practicable. Cross-access easements for adjacent lots with interconnected parking lots or drive aisles shall be required. Shared parking facilities are encouraged where possible.
- (c) A portion of the required off-street parking may be met through spaces in immediately adjacent districts provided that easements are provided dedicating such spaces.
- (d) Tandem parking shall be permitted in basement or first floor structured parking provided that it does not exceed 10% of the overall parking required for the District.

(9) Affordable housing.

- (a) Twenty-five percent (25%) of all residential units within the RP-7A District and the RP-7B District shall be very-low, low-, and moderate-income housing meeting all of the applicable standards and requirements for affordable units, including those set forth in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., and § 200-237.
- (b) At least 50% of the affordable units shall be made affordable to low-income households, and at least 13% of all rental affordable units shall be made affordable to very-low-income households earning 30% or less of the regional median household income by household size, which very-low-income units shall be included as part of the low-income requirement.

The remaining affordable units shall be made affordable to moderate-income households.

- (c) The affordable units shall be located within the RP-7A and/or RP-7B District. Affordable units are encouraged to be reasonably dispersed throughout each residential component, but shall be permitted to be freely placed throughout either of the two districts including being located in one building, subject to testimony being provided to the satisfaction of the approving board regarding financing.
- (10) Architectural and site design standards. In addition to the standards applicable to all districts and the goals and policies, the following shall apply:
 - (a) Architectural detail, style, color, proportion and massing shall reflect the features of a traditional village center. Buildings shall reflect a continuity of treatment through the district, obtained by maintaining the building scale or by subtly graduating changes; by maintaining base courses; by maintaining cornice lines in buildings of the same height; by extending horizontal lines of fenestration (windows); and by reflecting architectural styles and details, design themes, building materials and colors used in surrounding buildings. To the extent possible, upper-story windows shall be vertically aligned with the location of windows and doors on the ground level.
 - (b) Signage and lighting shall be designed in a manner complementary to the building's architecture and in keeping with the goal of achieving a traditional village center.
 - (c) Pitched roofs (6/12 to 12/12) are recommended. Both gable and hipped roofs shall provide overhanging eaves on all sides that extend a minimum of one foot beyond the building wall. Generally, flat and mansard-type roofs should be avoided; however, such roof treatments may be allowed if the architectural detail, style, proportion and massing is complementary of adjacent structures and consistent with a small-scale village character. Buildings may have flat roofs, provided that all visibly exposed walls have an articulated cornice that projects horizontally from the vertical building wall plane.

- (d) A unified design with the RP-7B District is encouraged to the greatest extent feasible.
- (11) There shall be shared parking, drive aisles, sidewalks, and cross-easements with the RP-7B District to the maximum extent practicable.
- (12) Open Space. In lieu of the standards set forth in Section 200-36C., the following open space standards shall apply.
 - (a) A comprehensive bicycle and pedestrian circulation plan shall be provided. Consideration shall be given to linking pedestrian and bicycle circulation features to adjoining open space amenities, as determined to be appropriate and feasible.
 - (b) The developers of the RP-7A and RP-7B District shall be responsible for improving the open space property identified as Block 5 Lot 15 recreational use.
- (13) No development shall proceed in the district without a redeveloper's agreement with the Township or redevelopment entity.

Section 6. Chapter 200 of said Code, Land Use, Part 5, Princeton Junction Redevelopment Plan Regulatory Provisions, Article XXXIV, Land Use Controls, is hereby amended by adding a new Section 200-266.2 entitled RP-7B District.

§ 200-266.2 RP-7B District.

- A. RP-7B District use regulations.
 - (1) Purpose. The purpose of the RP-7B District is two-fold: to contribute to the "Main Street" environment envisioned by the RP-7 District by providing additional residential units within walking distance to the Princeton Hightstown Road corridor and to serve as a transition area between the mixed-use nature of the Princeton Hightstown Road corridor to the south and the residential character of Cranbury Road to the east.

This district is designed to permit a multifamily development consisting of townhouses. Ultimately, it is anticipated that this district and the adjoining RP-7A District will be developed in a comprehensive, complementary, and integrated manner.
 - (2) Permitted principal uses. In the RP-7B District, no building or premises shall be used and no building shall be erected or altered on

a lot which is arranged, intended or designed to be used, except for one or more of the following uses.

- (a) Townhouses.
- (b) Stacked townhouses.

(3) Permitted Accessory Uses

- (a) Recreational and/or open space facilities, including, but not limited to, walkways, courtyards and plazas.
- (b) Off-street parking and loading located to the rear of principal buildings or appropriately screened from public view.
- (c) Signs.
- (d) Street furnishings, planters, street lights, and exterior, garden-type, shade structures (gazebos).
- (e) Fences and walls, which shall complement the architectural style, type and design of the building and the overall project design.
- (f) Decks, patios and terraces, which shall complement the architectural style, type and design of the building and the overall project design.
- (g) Community bulletin or message boards, including electronic signs with changeable type only for the purpose of conveying information about community events. However, animated-type signs shall not be permitted.
- (h) Public service facilities.
- (i) Accessory uses customarily incidental to permitted principal uses, including structured parking for residential dwelling units.

B. RP-7B District Intensity, Bulk and other Regulations

- (1) Maximum improvement coverage: 80%
- (2) Maximum Density: The maximum density for RP-7B District shall not exceed 25 units per acre, which shall result in no more than 37 total residential units.
- (3) Yards, as measured from the district boundary line.

- (a) Minimum front yard setback: 8 feet.
- (b) Minimum setback to curb: 15 feet.
- (c) Minimum side or yard (each):
 - [1] Where the building facade is parallel to the district boundary line: 10 feet.
 - [2] Where the corner of the building is tangent to the district boundary line: 8 feet.

(4) Individual lot requirements. There shall be no limitation on maximum improvement coverage for individual lots within the RP-7B District. Lot widths, frontages, rear yards, side yards, front yards, lot dimensions, parking lot locations and building distances may be freely arranged and disposed of within the District. A lot need not front on a street and there are no minimum building distances for individual lots in the same building. The intent of this provision is to permit individual buildings and/or associated parking areas to exist as separate lots either through subdivision or via condominium arrangements. However, each individual lot shall be subject to and may only be improved in accordance with the final subdivision and/or site plan approval for the RP-7B District in accordance with these district regulations. The board of jurisdiction shall condition final approval upon submission by the applicant and approval by the board attorney of a declaration of covenants and restrictions or other suitable instrument setting forth the mechanisms by which and providing adequate assurances that security, outside cleaning and other routine external maintenance, external repainting, maintenance of the common open space, garbage collection, snow removal and other appropriate items will be provided.

(5) Maximum building height:

- (a) For buildings setback less than 75 feet from Cranbury Road, the maximum building height shall be 3 stories.
- (b) For buildings setback greater than 75 feet from Cranbury Road, the maximum building height shall be 4 stories.

(6) Parking standards. The number of parking spaces shall conform to the requirements set forth by the Residential Site Improvement Standards (RSIS). Visitor parking shall be permitted within the adjoining public right-of-way.

(7) Affordable housing.

- (a) Twenty-five percent (25%) of all residential units constructed within the RP-7A District and the RP-7B District shall be very-low, low-, and moderate-income housing meeting all of the applicable standards and requirements for affordable units, including those set forth in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., and § 200-237.
- (b) At least 50% of the affordable units shall be made affordable to low-income households, and at least 13% of all rental affordable units shall be made affordable to very-low-income households earning 30% or less of the regional median household income by household size, which very-low-income units shall be included as part of the low-income requirement. The remaining affordable units shall be made affordable to moderate-income households.
- (c) The affordable units shall be located within the RP-7A and/or RP-7B District. Affordable units are encouraged to be reasonably dispersed throughout each residential component, but shall be permitted to be freely placed throughout either of the two districts including being located in one building, subject to testimony being provided to the satisfaction of the approving board regarding financing.

(8) Architectural and site design standards. In addition to the standards applicable to all districts and the goals and policies, and in lieu of the standards established in § 200-30A and § 200-36B(2), the following shall apply:

- (a) Architectural detail, style, color, proportion and massing shall reflect the features of a traditional village center. Buildings shall reflect a continuity of treatment through the district, obtained by maintaining the building scale or by subtly graduating changes; by maintaining base courses; by maintaining cornice lines in buildings of the same height; by extending horizontal lines of fenestration (windows); and by reflecting architectural styles and details, design themes, building materials and colors used in surrounding buildings. To the extent possible, upper-story windows shall be vertically aligned with the location of windows and doors on the ground level.

- (b) Signage and lighting shall be designed in a manner complementary to the building's architecture and in keeping with the goal of achieving a traditional village center.
- (c) Pitched roofs (5/12 to 12/12) are recommended. Both gable and hipped roofs shall provide overhanging eaves on all sides that extend a minimum of one foot beyond the building wall. Generally, flat and mansard-type roofs should be avoided; however, such roof treatments may be allowed if the architectural detail, style, proportion and massing is complementary of adjacent structures and consistent with a small-scale village character. Buildings may have flat roofs, provided that all visibly exposed walls have an articulated cornice that projects horizontally from the vertical building wall plane.
- (d) A maximum of ten dwelling units in a single row with a minimum offset of two to four feet between every two dwelling units are encouraged. The front facade of no more than six dwelling units should be permitted in a straight line.
- (e) A minimum distance of 20 feet shall be established between buildings, exclusive of architectural accents including but not limited to nooks, notches, or bays.
- (f) Each dwelling unit shall have not less than two exposures (i.e. two window walls).
- (g) A unified design with the RP-7A District is encouraged to the greatest extent feasible.

(9) There shall be shared parking, drive aisles, sidewalks, and cross-easements with the RP-7A District to the maximum extent practicable.

(10) Open Space. In lieu of the standards set forth in Section 200-36C., the following open space standards shall apply.

- (a) A comprehensive bicycle and pedestrian circulation plan shall be provided. Consideration shall be given to linking pedestrian and bicycle circulation features to adjoining open space amenities, as determined to be appropriate and feasible.
- (b) The developers of the RP-7A and RP-7B District shall be responsible for improving the open space property identified as Block 5 Lot 15 for the recreational amenities shown on the

Open Space Improvement Plan prepared by ACT Engineers, dated December 15, 2018, attached as an exhibit in the Appendix of the RP-7A and RP-7B Redevelopment Plan, subject to prior written consent and approval by the owner(s) of Lot 15 and approval(s) from governmental agencies having jurisdiction thereof.

- (c) As a condition of future final site plan approval, the applicant shall be responsible for providing a financial contribution for the construction of a tot lot consisting of one (1) play structure, two (2) to three (3) benches, one (1) bike rack, and rubber surfacing, for the amount specified in the redeveloper's agreement.
- C. Stormwater. Where it can be demonstrated at the time of Township land use board review that such on-site stormwater management measure location within the zoning district permitting that use is impractical due to engineering feasibility factors, then the Township land use board of jurisdiction may permit such measure to be located off-tract and/or out of the zoning district, provided that the following requirements are met:
 - (1) All of the conditions noted in Article XXI are met, in addition to § 200-226.
 - (2) Location of the measure does not hinder or discourage the appropriate development and use of the property on which it is located or the use of adjacent land and buildings.
 - (3) Permanent access and easement to the measure shall be provided for preservation and for maintenance purposes.
 - (4) Location of the measure shall be referenced in the deed notice required under § 200-101M and a separate deed notice shall be provided and recorded for the property upon which the measure is located.
 - (5) Utilization of other nearby off-tract stormwater management facilities is not feasible or practicable as determined by the developer's engineer, subject to confirmation by the Township Engineer.
- D. No development shall proceed in the district without a redeveloper's agreement with the Township or redevelopment entity.

Section 7. In the event of any conflict between the provisions and requirements of these sections and the provisions and requirements of any other section of this chapter, the

provisions and requirements of this section shall govern. Each section, subsection, sentence, clause and phrase of this article is declared to be an independent section, subsection, sentence, clause and phrase, and the finding of holding of any such portion of this article to be unconstitutional, void or ineffective for any cause or reason shall not affect any other portion of these sections.

Section 8. This Ordinance shall take effect twenty (20) days after action or inaction by the Mayor as approved by law, or an override of a mayoral veto by the Council, whichever is applicable; upon the approval by the County review agency or sixty (60) days from the receipt of the ordinance by the County review agency if the County review agency should fail to act; and upon publication according to law.

INTRODUCTION:

PLANNING BOARD:

PUBLIC HEARING:

ADOPTION:

MAYORAL APPROVAL:

EFFECTIVE DATE:

Appendix E-6: Resolution Appointing Piazza and Associates

RESOLUTION

WHEREAS, the Township needs a professional consultant to assist in compliance with affordable housing obligations in West Windsor Township; and

WHEREAS, it is in the Township's best interests to enter into a Professional Services Agreement with Piazza & Associates in the amount not to exceed \$18,000.00 to perform such affordable housing professional services for ongoing and new projects; and

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

WHEREAS, Certification of Funds has been received from the Chief Financial Officer and available in the following account:

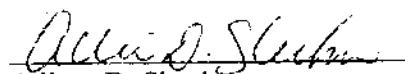
Affordable Housing Trust Fund	121201	\$18,000.00
-------------------------------	--------	-------------

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Mayor and Clerk are authorized and directed to execute the Professional Services Agreement in the form attached hereto:

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

Adopted: March 3, 2025

I hereby certify the above resolution was adopted by the West Windsor Council at their meeting held on the 3rd day of March, 2025.



Alison D. Sheehan

Township Clerk

West Windsor Township

Professional Services Agreement

This Agreement made 3rd day of March, 2025 by and between the Township of West Windsor (hereinafter called "the Township") and Piazza & Associates (hereinafter called the "Consultant"), having a place of business at 201 Rockingham Row, Princeton, New Jersey 08540.

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

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

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

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

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

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

1. Term. This Agreement shall continue through December 31, 2025, subject to a sixty-day cancellation, in accordance with paragraph 7 herein.

2. Scope of Services. The Consultant shall perform to the Township's satisfaction all services necessary to assure that the affordable units in the above-referenced developments are sold or rented in a manner which and otherwise comply in all respects with the COAH rules and with the Township ordinances pertaining to affordable housing. The Consultant shall also provide such other non-project-specific services as are appropriate for or

necessary to administer the Township's affordable housing program. The parties agree, however, that the ultimate responsibility for the Township's implementation of its affordable housing program and compliance with its affordable housing obligation rests with the Township.

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

a. Sales prices and process.

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

forth in the regulations and notify them, accordingly, with a written certification;

(7) Communicate the status of the application process to the Owner and the Township on an ongoing basis and be available to meet with representatives of both as is reasonable and appropriate;

(8) Communicate with counsel designated by the Township, or other designee, with respect to all legal matters associated with the transfer of title as it relates to the affordable housing restrictions;

(9) Provide compliance reports to the Township and regulatory agencies as necessary;

(10) Maintain accurate records of the status of all certifications on an ongoing basis;

(11) Make all files, reports, and other documentation readily available to the Township or an independent auditor working on behalf of the Township.

b. Rental rates and leases.

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

(2) Certify to the Township that the rental rates are in compliance with applicable COAH regulations.

- (3) Review all leases for affordable housing units to be certain the terms of such leases and the obligations of the tenant and Owner thereunder comply with COAH's and the Township's rule.

c. Rental process.

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

(5) Upon the receipt of a completed file, review and certify each applicant with respect to adherence to all income limitations as set forth in COAH and Township regulations and notify the Owner accordingly with a written certification.

d. Reports and records.

(1) Communicate the status of the compliance plan to the Township on an ongoing basis and be available to meet with representatives of both as is reasonable and appropriate.

(2) Provide semi-annual reports with respect to developers' and unit owners' compliance with all affordable housing rules and procedures to the Director of Health and Human Services or the Affordable Housing Committee, as the Mayor shall determine.

(3) Provide an annual report to COAH in fulfillment of its monitoring requirements.

(4) Maintain accurate records of the status of all certification work on an on-going basis.

(5) Make all files, reports and other documentation readily available to the Township or an independent auditor working on behalf of the Township.

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

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

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

f. Operating procedures. The operating procedures to be followed by the Consultant shall be as are set forth in paragraph 2a-e above except as same may be amended and as one supplemented by ordinances, affordable housing procedures manuals adopted for rental and for-sale housing, and directives adopted by the Township and by COAH regulations and its

Handbook. To the extent changes in the operating procedures expand or contract the scope of work, fees set forth herein shall be subject to negotiation between the Consultant and Township.

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

3. Compensation and billing.

a. The Consultant shall be compensated as follows:

- (1) A monthly fee of \$1,500.00 for services for The Eaves at West Windsor (AKA Avalon Princeton Junction) Rental Units and the oversight and implementation of the overall affordable housing process of the Township. The Consultant shall bill the Township for all services rendered within 15 days of the end of the month for services performed during the previous month.
- (2) For services with respect to the rental or re-rental of the Other Rental Units, in Bear Creek Senior Living, The Mews at Princeton Junction, The Hamlet, Princeton Terrace, The Glen at West Windsor, Windsor Woods West, Woodmont Way, Princeton Ascend, the Parc, Avalon Princeton Station and future inclusionary rental units a \$300.00 per unit set up charge, payable upon the start of services, and a \$500.00 per unit certification charge for each new occupancy and \$550.00 for each re-occupancy. Future new sale units shall be billed at the rate of \$300 per unit set up charge, payable upon the start of services, and a \$900.00 per unit certification fee, payable by the developer upon the transfer of title to the affordable buyer. The applicant shall bill the Owner of the respective project directly for the services rendered, with a copy to the Township. The

Township, however, will be responsible for such fees, provided that the Consultant has timely and diligently invoiced the charge. Any payments made by the Township to cover such fees that are unpaid will be paid out of the Affordable Housing Trust Fund.

- (3) For the Resale Units, \$900.00 for each completed resale. The Consultant shall bill the Unit Owner, through his or her attorney or broker with a copy to the Township, prior to closing. While the intent and expectation is that the Consultant will be paid for all services associated with the re-sale of an affordable units in the Bear Brook Homes, Link at W Squared, Meridian Walk, Townes at West Windsor, Windsor Haven, Windsor Ponds, Village Grande and Elements developments out of the seller's proceeds at closing, the Township will be responsible for such fee, provided that the Consultant has timely and diligently invoiced the charge. Any payments made by the Township to cover such fees that are unpaid will be paid out of the Affordable Housing Trust Fund.
- (4) \$85.00 per hour for all other services.
- (5) In addition to the fees set forth above, the Consultant shall be reimbursed for reasonable and customary out-of-pocket costs of postage and supplies to residents, applicants, and management. However, all management and compliance reports outlined above, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above. The bill pursuant to this paragraph shall be invoiced in the manner set forth in subparagraphs 3a(1)-(4) to the Township or Owner, as the case may be.

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

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

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

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

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

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

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

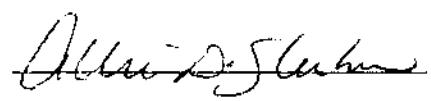
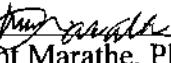
11. Confidentiality. All data provided by the Township, the Owner, and the applicants will be considered strictly confidential and shall be used solely for the purposes delineated in this Agreement. Likewise, the materials developed by the Consultant shall be considered proprietary and may only be used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

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

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

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

Attest: West Windsor Township

 By: 
Hemant Marathe, Ph.D., Mayor

Witness: Piazza & Associates

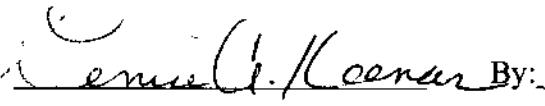
 By: 
Frank Piazza Jr.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report; or

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

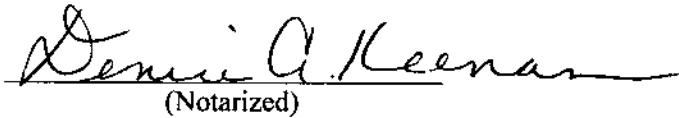
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such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

Signed by



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

Signed, sealed and delivered
in the presence of


(Notarized)

DENISE A. KEENAN Notary Public, State of New Jersey Comm. # 2384728 My Commission Expires 04/16/2029

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

Part I – Vendor Affirmation

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

Election Fund of Hemant Marathe	Promises Made * Promises Kept
Election Fund of Linda Geevers	Promises Made * Promises Kept
Election Fund of Martin Whitfield	Promises Made * Promises Kept
Election Fund of Andrea Sue Mandel	Community Leaders for West Windsor
Election Fund of Sonia Gawas	Community Leaders for West Windsor
Election Fund of Daniel "Dan" Weiss	Your New Town Council

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

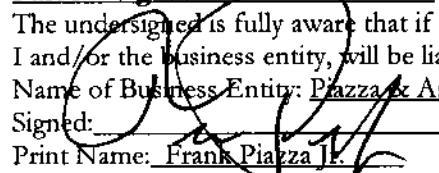
Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Frank Piazza Jr.	19 Patriot Drive, Robbinsville, NJ 08691

Part 3 – Signature and Attestation:

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

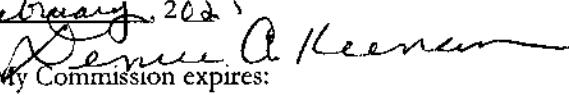
Name of Business Entity: Piazza & Associates, Inc.

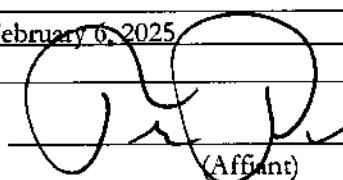
Signed: 

Title: _____

Print Name: Frank Piazza Jr.

Date: February 6, 2025

Subscribed and sworn before me this 6 day of
February, 2025

My Commission expires:


(Affiant)
Frank Piazza Jr., President
(Print name & title of affiant) (Corporate Seal)

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

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. The term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$200 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Piazza & Associates, Inc.

Organization Address: 201 Rockingham Row, Princeton, NJ 08540

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
 Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
 For-Profit Corporation (any type) Limited Liability Company (LLC)
 Partnership Limited Partnership Limited Liability Partnership (LLP)
 Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Frank Piazza Jr	19 Patriot Drive, Robbinsville, NJ 08691

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the

publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

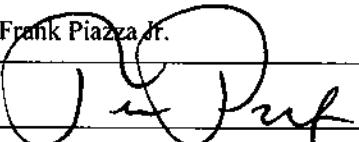
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of West Windsor is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Frank Piazza Jr.	Title:	President
Signature:		Date:	February 6, 2025



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: PIAZZA & ASSOCIATES, INC.

Trade Name:

Address: 216 ROCKINGHAM ROW
PRINCETON, NJ 08540-5758

Certificate Number: 0632930

Effective Date: September 28, 1994

Date of Issuance: November 20, 2024

For Office Use Only:

20241120073330999

Certification 32379

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-May-2023** to **15-May-2030**



PIAZZA & ASSOCIATES, INC.

206 ROCKINGHAM ROW

PRINCETON

NJ 08540

Elizabeth M. Muoio
ELIZABETH MAHER MUOIO

State Treasurer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Frank Piazza Jr.		
Address:	201 Rockingham Row		
City:	Princeton	State:	NJ
		Zip:	08540

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

orm.

Signature

Frank Piazza Jr. _____ President _____
Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NA/ NONE		\$	

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

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

County Name: Mercer

State: Governor, and Legislative Leadership Committees

Legislative District #s: 14, 15, & 16

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

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

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

East Windsor Township

Ewing Township

Hamilton Township

Hightstown Borough

Hopewell Borough

Hopewell Township

Lawrence Township

Pennington Borough

Princeton

Robbinsville Township

Trenton City

West Windsor Township

Boards of Education (Members of the Board):

East Windsor Regional

Ewing Township

Hamilton Township

Hopewell Valley Regional

Lawrence Township

Princeton Regional

Robbinsville Township

West Windsor-Plainsboro Regional

Fire Districts (Board of Fire Commissioners):

Chesterfield-Hamilton Fire District No. 1

Hamilton Township Fire District No. 2

Hamilton Township Fire District No. 3

Hamilton Township Fire District No. 4

Hamilton Township Fire District No. 5

Hamilton Township Fire District No. 6

Hamilton Township Fire District No. 7

Hamilton Township Fire District No. 8

Hamilton Township Fire District No. 9

Hopewell Borough Fire District No. 1

Hopewell Township Fire District No. 1

Hopewell Township Fire District No. 2

Hopewell Township Fire District No. 3

Pennington Borough Fire District No. 1

Washington Township Fire District No. 1



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Administrative Agent for Affordable Housing

VENDOR NAME: Piazza & Associates, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities

Relationship to Vendor/ Bidder

Description of Activities

Duration of Engagement

Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

02/06/2025

Date

Signature

Frank Piazza Jr., President

Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Frank Piazza Jr., President

Print Name and Title of Vendor's Authorized Representative

Piazza & Associates, Inc.

Vendor's Name

201 Rockingham Row

Vendor's Address (Street Address)

Princeton, NJ 08540

Vendor's Address (City/State/Zip Code)

February 6, 2025

Date

22-3323383

Vendor's FEIN

609-786-1100 x301

Vendor's Phone Number

609-786-1105

Vendor's Fax Number

fpienza@PiazzaNJ.com

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

TOWNSHIP OF WEST WINDSOR
CERTIFICATION OF FUNDS

I, JOHN V. MAUDER, Chief Financial Officer of the Township of West Windsor, do hereby certify as follows:

1. I have examined the Trust Accounts of the Township of West Windsor in order to determine if sufficient funds are available for Piazza & Associates. Affordable Housing Consultant. Contract Period 1/1/25 to 12/31/25.

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

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

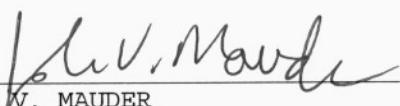
<u>Affordable Housing - Trust Fund</u>	<u>121201</u>	<u>\$18,000.00</u>
--	---------------	--------------------

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

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

SIGNED AND CERTIFIED BY ME THIS

13th, Day of February 2025


 JOHN V. MAUDER
 CHIEF FINANCIAL OFFICER

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

DATE


 2/26/25

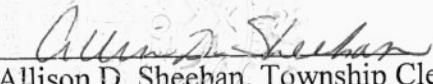
MICHAEL W. HERBERT
 TOWNSHIP ATTORNEY

AFFIDAVIT

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

I, Allison D. Sheehan, Municipal Clerk of the Township of West Windsor in the County of Mercer, being duly sworn according to law, depose and say that the notice which is attached hereto is exactly as it was published on March 7, 2025 in the Princeton Packet, a semi-weekly newspaper of general circulation, printed in the State of New Jersey and having its publication office at 300 Witherspoon Street, Princeton, New Jersey.




Allison D. Sheehan, Township Clerk

Sworn and subscribed to
before me this 19 day
of March, 2025

Adv. Fee: \$ 54.60
PD: 03/07/2025


Dawn M. O'Connell
Notary Public of New Jersey

DAWN M. O'CONNELL
Notary Public, State of New Jersey
Comm. # 50224016
My Commission Expires 07/22/2029

WEST WINDSOR TOWNSHIP
NOTICE OF PROFESSIONAL SERVICES CONTRACT AWARDS

The Township Council of West Windsor has awarded/amended the following contracts without competitive bidding as professional services pursuant to NJSA 40A:11-5(1)(a) at their March 3, 2025 Business Session. These contracts and the resolutions authorizing them are available for public inspection in the Office of the Municipal Clerk.

Awarded	Service	Time Period	Cost
David P. Lonski	Special Tax Counsel for Tax Appeals	Through 12/31/2025	\$40,000.00
Ruderman Roth LLC	Labor Attorney	Through 12/31/2025	\$50,000.00
Phoenix Advisors, LLC	Financial Advisor	Through 12/31/2025	\$4,400.00
Piazza & Associates	Affordable Housing Consultant	Through 12/31/2025	\$18,000.00
Warren M. Korecky Suplee, Clooney & Company	Municipal Auditor	Through 12/31/2025	\$33,000.00
McManimon, Scotland & Bauman, LLC	Bond Counsel and Redevelopment Attorney	Through 12/31/2025	
Edwin W. Schmierer of Mason, Griffin & Pierson	Conflict Attorney Services	Through 12/31/2025	\$7,500.00
WSP	Consulting Services for Fire Suppression Design at Princeton Junction Volunteer Fire Station		\$30,350.00
Allison D. Sheehan Township Clerk West Windsor Township			\$54.60
3/7/25			10972904-01

Appendix F: Present Need Documents

Appendix F-1: Spending Plan

2025

Council Endorsement:
June 25, 2025

Township of West Windsor

2025 Affordable Housing Trust Fund Spending Plan

I. Introduction

The Township of West Windsor has prepared a Housing Element and Fair Share Plan (HE&FSP) which addresses its regional fair share of affordable housing in accordance with the Municipal Land Use Law (NJSA 40:55D-1 et seq), the Fair Housing Act (NJSA 52:27D-301), and a April 8, 2025 Settlement Agreement with Fair Share Housing Center (FSHC). A development fee ordinance creating a dedicated revenue source for affordable housing was initially approved by the Court in 1993 and subsequently adopted by the municipality in the autumn of that same year.

II. Revenues for Certification Period

As of March 31, 2025, the Township of West Windsor has collected \$7,170,415 and has expended \$6,373,640, resulting in a cash balance of \$796,775. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by collected fees are deposited in a separate interest-bearing affordable housing trust fund in Ocean First for the purposes of affordable housing. These funds shall be spent in accordance with NJAC 5:97-8.7-8.9, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of Fourth Round substantive certification, the Township of West Windsor considered the following:

(a) Development fees:

- Residential and non-residential projects that have had development fees imposed upon them at the time of preliminary or final development approvals;
- All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
- Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL):

- Actual and committed payments in lieu (PIL) of construction from developers as follows: None.

(c) Other funding sources (i.e. sale of units with extinguished controls, repayment of affordable housing program loans, rent income, proceeds from the sale of affordable units, etc.):

- No funds are anticipated at this time.

(d) Projected interest:

- Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate, which for March of 2025 is 4%.

Table 1: Projected Revenues

Source of Funds	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
a. Development Fees	\$124,329.56	\$124,329.56	\$124,329.56	\$124,329.56	\$124,329.56	\$124,329.56	\$124,329.56	\$124,329.56	\$124,329.56	\$124,329.56	\$124,329.56	\$1,367,625.15
b. Payments in Lieu of Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
c. Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
d. Interest	\$4,973.18	\$4,973.18	\$4,973.18	\$4,973.18	\$4,973.18	\$4,973.18	\$4,973.18	\$4,973.18	\$4,973.18	\$4,973.18	\$4,973.18	\$54,705.01
Total	\$129,302.74	\$1,422,330.15										

* For the purposes of projecting revenue, our office utilized the Township's average development fee receipts. Between 2015 and 2024, the Township received a total of \$1,243,295.59 in development fees. This results in an average of \$124,329.56 over the course of ten years. In addition, we estimated the projected interest based upon the present interest rate of 4%.

The Township of West Windsor projects a total of \$1,367,625.15 in revenue and interest to be collected between July 1, 2025 through June 30, 2035. This projected amount, when added to the Township of West Windsor's trust fund balance as of March 31, 2025, results in an anticipated total anticipated trust fund balance of \$2,219,105.15. All interest earned on the account shall be used only for the purposes of affordable housing.

III. Administrative Mechanism to Collect and Distribute Funds

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of West Windsor:

(a) Collection of development fee revenues:

- Collection of development fee revenues shall be consistent with the Township of West Windsor's development fee ordinance for both residential and non-residential developments in accordance with COAH's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

- The Administration forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution. The release of the funds requires the adoption of the governing body resolution in accordance with the approved spending plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

IV. Description of Anticipated Use of Affordable Housing Funds

(a) Rehabilitation Program (N.J.A.C. 5:93-5.2)

- Pursuant to a Structural Conditions Survey conducted by the Township, West Windsor has a Present Need (Rehabilitation) Obligation of four (4) units.
- Municipalities are required to set aside sufficient funds to address one-third of their Present Need (Rehabilitation) Obligation within one year of substantive certification of their plan. In addition, municipalities are required to set aside sufficient funds to address one-sixth of their Present Need (Rehabilitation) Obligation each subsequent year of the substantive certification period.
- As such, the township will reserve a minimum of \$40,000 to support its rehabilitation program. At least \$13,333.33 will be allocated for the first year following substantive certification. Monies shall be reserved for restricted units.

(b) Closing Cost Program

- In addition to its rehabilitation program, the Township will establish a Closing Cost Program. The goal of this program is to provide assistance for down payments for income-qualified individuals in restricted units.
- The Township will prepare a Closing Cost Program Manual. As specified in that manual, the Township will reserve up to \$3,000 per project, with a total allocated program budget of up to and not to exceed \$300,000 during the period of Fourth Round substantive certification unless otherwise amended.

(c) Foreclosure and Bankruptcy

- The Township previously dedicated and encumbered \$110,000 to ensure restricted units are not lost through the foreclosure and bankruptcy process. Since that time, the Township has allocated \$2,270, leaving a balance of \$107,230. The Township now plans to allocate an additional \$142,770 for this program for restricted units during the period of Fourth Round substantive certification.

(d) Homeowners Association Fees

- The Township will establish a Homeowners Association Fees program which shall maintain a fund available for affordable homeowners in restricted units to help mitigate the adverse effects of special assessments incurred by HOAs. A budget of up to and not to exceed \$500,000 shall be reserved for this program during the period of Fourth Round substantive certification unless otherwise amended.

(e) Veterans Ownership Maintenance Program

- The Township will establish a Veterans Ownership Maintenance Program which shall provide financial assistance or other support to veterans in qualified affordable households in restricted units for home ownership and maintenance, including home repairs, accessibility modifications, and qualified home improvements. A budget of up to \$200,000 shall be reserved for this program during the period of Fourth Round substantive certification unless otherwise amended.

(f) Affordability Assistance

Pursuant to NJAC 5:93-8.16(c), municipalities are required to spend a minimum of thirty percent (30%) of development fee revenue to render existing affordable units more affordable. Furthermore, one-third of that amount must be dedicated to very low-income households (i.e. households earning less than 30% of the regional median income). The actual affordability assistance minimums will be calculated on an ongoing basis by the Township of West Windsor.

All applications for the following programs can be attained at the Township Municipal Building or through West Windsor's Administrative Agent. All applicants for the following programs will need to provide all required information as specified in the application and they will be required to be income certified by the Township's Administrative Agent to ensure the household's income is at/or under 80% of median income. Assistance cannot and will not be considered to any household that does not meet the criteria or submit all required documentation.

As per the calculation shown on Table 2, the Township has already proactively met its affordability assistance requirement through previous expenditures. The Township has a calculated affordability assistance requirement of \$661,201.24 whereas it has already allocated \$1,309,268.60 toward affordability assistance as of March 31, 2025.

Irrespective of the above, the Township has already encumbered \$1,272,790.92 toward affordability assistance through the following programs.

- **Hot Water and HVAC Program.** West Windsor has set aside \$653,042.80 to replace hot water tanks and HVAC systems in affordable housing units. Thus far, \$80,589.87 has been spent and \$572,182.93 has been encumbered for future spending and is thus reflected in the current affordable housing trust fund balance. Replacing these units with new, energy-efficient units will reduce residents' utility costs and make the units more affordable to live in. Affordable homeowner's applying for this type of assistance will be required to submit three written estimates with detailed information about all costs. All permit fees will need to be included. Homeowner and installer will need to abide by all Township and State Regulations. All new water heaters and HVAC systems will need to be installed by licensed and insured entities that will ensure that the new system will meet all code and safety standards. Assistance will be provided on a first-come, first-serve basis to existing income-eligible homeowners. The Township will provide a maximum amount of \$7,500 per unit in assistance. In addition to homeowners, all owners of 100% affordable developments are also eligible for the program. Assistance will only be provided one-time to the certified applicant household and the home, where the new system is installed. The unit must be the primary residence of the homeowner/applicant. This program is intended for for-sale units.

The program includes the replacement of hot water tanks and HVAC systems in affordable housing unit. The Township pays for 100% of the replacement costs of these systems. Replacing these units with new, energy-efficient units reduces residents' utility costs and make the units more affordable to live in. This program also offers the option to place solar panels on the roofs of 100% affordable facilities that house only very-low income residents. Solar panels reduce the building's energy costs and make the units more affordable to live in for the affordable residents. Affordable homeowner's applying for this type of assistance will be required to submit three

written estimates with detailed information about all costs. All permit fees must be included. Homeowner and installer must abide by all Township and State Regulations. All new water heaters/HVAC systems/solar systems must be installed by licensed and insured entities that will ensure that the new system will meet all code and safety standards. Assistance is to be provided on a first-come, first-serve basis to existing income-eligible homeowners. In addition to homeowners, all owners of 100% affordable developments are also eligible for the program. Assistance will only be provided one-time to the certified applicant household and the home, where the new system is installed. The unit must be the primary residence of the homeowner/applicants (except for 100% affordable developments).

- **Hamlet Energy Program.** The Township has encumbered \$499,300 for HVAC upgrades for the Hamlet at Bear Creek, which is already reflected in the current affordable housing trust fund balance. The upgrades include: the repair of deteriorating asphalt surfaces and curbs as well as stormwater management facilities; garbage corals including new concrete pads and fences; power washing of roof and exterior siding; and miscellaneous mechanical, electrical, and plumbing repairs.
- **Rental Assistance.** The Township has encumbered \$201,307.99 as rental assistance to very-low income households residing in Princeton Terrace 1 and 2, Maneely/Toll, Woodstone, Garden Homes, Woodmont Way, Meridian Walk, the Lofts at Princeton, and Bear Creek Senior Living. As this money is also ready encumbered, it is reflected in the current affordable housing trust fund balance.

Table 2: Affordability Assistance Calculation

Development fees received through 03/31/2025		\$3,679,637.66
Interest received through 03/31/2025		\$457,324.51
Development fees projected 2025-2035	+	\$1,367,625.15
Interest projected 2025-2035	+	\$54,705.01
Less housing activity expenditures through 03/31/2025	-	\$3,355,288.20
Total	=	\$2,204,004.12
Calculate 30 percent	x .30 =	\$661,201.24
Less affordable assistance expenditures through 03/31/2025	-	\$1,309,268.60
Projected minimum affordability assistance requirement 04/01/2025 through 06/30/2035	=	\$0
<i>Projected minimum very-low affordability assistance requirement</i>	<i>÷ 3 =</i>	<i>\$0</i>

(g) Administrative Expenses

Per N.J.A.C. 5:93-8.16(e), no more than twenty percent (20%) of the revenues collected from development fees shall be expended on administration. As calculated in Table 3 below, the Township projects that a maximum of \$394,055.02 of housing trust funds will be permitted to be used for administrative purposes through 2025. Projected administrative expenditures, subject to the 20% cap, include the salaries and benefits for municipal employees and consultant fees necessary to develop or implement the following:

1. An updated Housing Element and Fair Share Plan;
2. A rehabilitation program;
3. An affirmative marketing program to be administered by Piazza and Associates, and;
4. An affordability assistance program to be administered by Piazza and Associates.

Table 3: Administrative Expense Calculation

Actual development fees and interest through 03/31/2025		\$4,136,962.17
Projected development fees and interest through 03/31/2025	+	\$1,422,330.15
Payments-in-lieu of construction and other deposits through 03/31/2025	+	\$3,033,452.75
Less RCA expenditures through 04/01/2025	-	\$2,585,000.00
Total	=	\$6,007,745.07
Calculate 20 percent	x .20 =	\$1,201,549.01
Less administrative expenditures through 12/31/2018	-	\$807,493.99
Projected maximum available for administrative expenses 04/01/2025 through 06/30/2025	=	\$394,055.02

V. Expenditure Schedule

The Township of West Windsor intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of affordable housing units. It should be noted that the amount spent in a given year for any line item may actually span multiple years in reality. Table 4 provides an estimated timeline for expenditure and does not restrict the Township from spending the money sooner or later in the Fourth Round period.

Table 4: Expenditure Schedule

Projects/ Programs	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Rehabilitation Program	\$13,333.33	\$6,666.67	\$6,666.67	\$6,666.67	\$6,666.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Closing Cost Program	\$27,272.73	\$27,272.73	\$27,272.73	\$27,272.73	\$27,272.73	\$27,272.73	\$27,272.73	\$27,272.73	\$27,272.73	\$27,272.73	\$27,272.73	\$300,000.00
Foreclosure and Bankruptcy	\$12,979.09	\$12,979.09	\$12,979.09	\$12,979.09	\$12,979.09	\$12,979.09	\$12,979.09	\$12,979.09	\$12,979.09	\$12,979.09	\$12,979.09	\$142,770.00
Homeowners Association Fees	\$45,454.55	\$45,454.55	\$45,454.55	\$45,454.55	\$45,454.55	\$45,454.55	\$45,454.55	\$45,454.55	\$45,454.55	\$45,454.55	\$45,454.55	\$500,000.00
Veterans Ownership Maintenance Program	\$18,181.82	\$18,181.82	\$18,181.82	\$18,181.82	\$18,181.82	\$18,181.82	\$18,181.82	\$18,181.82	\$18,181.82	\$18,181.82	\$18,181.82	\$200,000.00
Administration	\$35,823.18	\$35,823.18	\$35,823.18	\$35,823.18	\$35,823.18	\$35,823.18	\$35,823.18	\$35,823.18	\$35,823.18	\$35,823.18	\$35,823.18	\$394,055.02
Total	\$153,044.70	\$146,378.03	\$146,378.03	\$146,378.03	\$146,378.03	\$139,711.37	\$139,711.37	\$139,711.37	\$139,711.37	\$139,711.37	\$139,711.37	\$1,576,825.02

VI. Excess or Shortfall of Funds

In the event of any unexpected revenue shortfall, where funds are not sufficient to implement the plan, the Township of West Windsor will approve a resolution of intent to bond. The only mechanism that mandates funding under this Spending Plan is the Rehabilitation Program. In the event that revenues are not as high as expected, the Township reserves the right to adjust its projected expenditures to provide funding for other projects, pursuant to Court approval. The Township will bond, if needed, for any future group home; however, this is not expected.

In the event more funds than anticipated are collected, projected funds exceed the amount necessary to implement the Fair Share Plan, or the Township of West Windsor is reserving funds for affordable housing projects to meet a future affordable housing obligation, these excess funds will be used to make capital repairs to older affordable housing units, provide additional affordability assistance or offer additional group home assistance for new providers within the community.

VII. Barrier free escrow

Collection and distribution of barrier free funds shall be consistent with the Township of West Windsor's Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.

VIII. Summary

The Township of West Windsor intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the Housing Plan Element and Fair Share Plan dated June 18, 2025.

The Township of West Windsor has a balance of \$796,775.00 as of March 31, 2025 and anticipates an additional \$1,422,330.15 in revenues and interest through 2035 for a total of \$2,219,105.15. This Spending Plan demonstrates the Township's commitment to expend \$1,576,825.02 through June 30, 2035. Any remaining monies will be utilized for emergent opportunities which is defined as "a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of compliance certification."

Table 5: Spending Plan Summary

Balance as of March 31, 2025		\$796,775.00
Projected Revenue 2025-2035		
Development Fees	+	\$1,367,625.15
Payment in lieu of construction	+	\$0.00
Other funds	+	\$0.00
Interest	+	\$54,705.01
Total Revenue	=	\$2,219,105.15
Projected Expenditures 2025-2035		
Rehabilitation	-	\$40,000.00
Funds used for Projects		
1. Closing Cost Project	-	\$300,000.00
2. Foreclosure and Bankruptcy	-	\$142,770.00
3. Homeowners Association Fees	-	\$500,000.00
4. Veterans Ownership Maintenance Program		\$200,000.00
Administration	-	\$394,055.02
Total Projected Expenditure	=	\$1,576,825.02
Funds for Emergent Opportunities	=	\$642,280.13

<https://burgis.sharepoint.com/sites/BurgisData/Shared%20Documents/W-DOCS/PUBLIC/Pb-4100series/Pb-4173.15/Housing%20Plan/Spending%20Plan/4173.15%20Spending%20Plan%20Draft%2003.docx>

Appendix F-2: Rehab Manual



WEST WINDSOR TOWNSHIP

MERCER COUNTY, NEW JERSEY

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

March 2019

Department of Community Development

Francis Guzik, Program Administrator

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Township of West Windsor Owner-Occupied Housing Rehabilitation Program

Policies and Procedures Manual

I. Introduction

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

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

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

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

The Program is designed to accomplish this by:

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

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

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws¹, the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq.², the Substantive rules of the Council on Affordable Housing N.J.A.C. 5:963 and Procedural Rules of the Council on Affordable Housing N.J.A.C. 5:97⁴ and the affordable housing regulations of the Township of West Windsor (hereafter referred to as the “Regulations”).

A. Fair Housing and Equal Housing Opportunities



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

B. Rehabilitation Assistance

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

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

¹ https://www.hud.gov/program_offices/fair_housing_equal_opp/FHLaws

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

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

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

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

C. Regulatory Objectives and Compliance

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

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

D. Summary of Program

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

II. General Program Information

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

A. Rehabilitation Assistance Program

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

B. Eligible Households

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

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

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

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

C. Other Eligibility Requirements

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

D. Ownership and Occupancy

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

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

E. Certification of Substandard

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

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

- Roof;
- Plumbing (including wells and connections to public water systems);
- Heating;
- Electrical;
- Sanitary plumbing (including septic systems and connections to public sewer systems);
- Load bearing structural systems;
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors).

F. Certification Existing Conditions

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

G. Eligible Improvements

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

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

In addition to the repair or replacement of all major systems, work may include, but not be limited to the following:

- Interior trim work;
- Interior and/or exterior doors;
- Interior and/or exterior hardware;
- Window treatment;
- Interior stair repair;
- Exterior step repair or replacement;
- Porch repair;
- Wall surface repair;
- Painting; or
- Exterior rain carrying system repair.

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

H. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program. The cost of removing any illegally converted living space (e.g., illegal bedrooms in the basement) are not eligible for assistance.

I. Loan Amount and Terms

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

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

J. Loan Subordination

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

K. Borrower's Agreement and Terms

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

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

III. Overview of Administrative Process

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

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

A. Marketing

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

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

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

B. Income Eligibility Determinations

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

What is Considered Income

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

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

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

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

What is Not Considered Income

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

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

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

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

C. Required Documentation from Applicants

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

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

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

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

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

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

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

A. Eligible contractors

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

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

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

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

B. Bid openings and Contractor Selection

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

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

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

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

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

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

C. Contractor Performance

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

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

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

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

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

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

V. Loan Closings and Construction Agreements

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

A. Mortgage & Mortgage Note

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

B. Construction Agreement

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

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

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

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

C. Inspections

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

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

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

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

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

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

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

D. Lead Based Paint Provisions

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

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

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

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

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

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

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

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

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

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

E. Permits & Permit Inspections

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

F. Contractor Payment

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

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

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

G. Resolution of Disputes

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

VI. MAINTENANCE OF RECORDS

A. Files to be Maintained on Every Applicant

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

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

B. Files to be Maintained on Approved Applicants

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

C. Rehabilitation Log

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

D. Monitoring

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

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

VII. Project Certification / Appeals

A. Certification of Standard

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

B. Illegal Improvements Found During Inspections

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

C. Appeals

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

Appendix F-3: Resolution re: Intent to Bond

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

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

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

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

Adopted: April 15, 2019

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

Gay M. Huber

Gay M. Huber
Township Clerk
West Windsor Township

Appendix F-4: Affirmative Marketing Plan and Resolution

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
Gay M. Huber
Township Clerk
West Windsor Township

#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.)

Ia. Administrative Agent Name, Address, Phone Number Piazza and Associates Inc. Princeton Forrestal Village 216 Rockingham Row Princeton, NJ 08540 609-786-1100	Ib. Development or Program Name, Address As Applicable per project	
Ic. As Applicable per project Number of Affordable Units: TBD Number of Rental Units: TBD Number of For-Sale Units: TBD	Id. Price or Rental Range From Prepared per project To	Ie. State and Federal Funding Sources (if any) As applicable per project
If. As applicable per project <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	Ig. Approximate Starting Dates: As applicable per project Advertising: Occupancy:	
Ih. County Mercer, Monmouth, Ocean		Ii. Census Tract(s): As applicable per project
Ij. Managing/Sales Agent's Name, Address, Phone Number As applicable per project		
Ik. 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	51,481	3,605	35,416	703	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	63,005	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%	6.0%

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			
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Trenton Times	Mercer
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Trentonian	Mercer
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Asbury Park Press	Monmouth, Ocean
Weekly Newspaper			
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Hopewell Valley News	Mercer
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Windsor Heights Herald	Mercer
<input checked="" type="checkbox"/>	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)

<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Cablevision of Hamilton	Partial Mercer, Monmouth
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Comcast of Central NJ,	Partial Mercer, Monmouth
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Patriot Media & Communications, CNJ	Partial Mercer
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Cablevision of Monmouth, Raritan Valley	Partial Monmouth
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Comcast of Mercer County, Southeast Pennsylvania	Partial Mercer
<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Comcast of Monmouth County	Partial Monmouth, Ocean
<input checked="" type="checkbox"/>	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	NAME OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
FM			
<input checked="" type="checkbox"/>	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.westwindsomj.org	West Windsor Township	All	On-going

TARGETS ENTIRE HOUSING REGION 4

Weekly

<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Reporte Hispano	New Jersey	Spanish-Language
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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
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Mercer County

<input checked="" type="checkbox"/>	Once at the start of marketing & as needed.	Mercer County Board of Education	1075 Old Trenton Rd, Trenton, NJ
<input checked="" type="checkbox"/>	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 Hightstown 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.	Jenkinson's	300 Ocean Ave Pt. Pleasant Beach, NJ 08742

3e. 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
X	Mercer County Library Headquarters
X	Monmouth County Headquarters Library

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>		
<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

4/11/2019

Date

Mary Frances McFadden, Director
Ocean County Board of Social Services
227 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

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

Crisis Ministry of Princeton
23 E Hanover St.
Princeton, 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 City/Lakewood Branch
Attn: Fred Rush
PO Box 836
Lakewood, NJ 08701

NAACP Toms River Branch
Attn: Bahiyyah 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 Mulburry 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

Appendix F-5:

Energy Assistance Program Operating Manual

West Windsor Township

AFFORDABILITY ASSISTANCE: ENERGY ASSISTANCE PROGRAM

OPERATING MANUAL

April 22, 2019
Updated May 2, 2022
Updated May 20, 2025

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 2025	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	\$75,440	\$86,160	\$96,960	\$107,680	\$116,320	\$124,960

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.

Appendix F-6: Rent Subsidy Program

West Windsor Township

AFFORDABILITY ASSISTANCE: RENTAL ASSISTANCE FOR TENANTS OF VERY LOW INCOME UNITS

OPERATING MANUAL

May 16, 2019

**WEST WINDSOR TOWNSHIP MANUAL FOR
AFFORDABILITY ASSISTANCE: RENTAL ASSISTANCE
VERY LOW INCOME**

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.”

II. INTRODUCTION

West Windsor Township (the “Township”) has developed and implemented a program to provide rental subsidy to tenants of very low-income units as defined in the New Jersey Fair Housing Act.

The Township has entered into an agreement with Piazza & Associates, Inc. (“Piazza”) to implement a Rental Assistance Program (RAP) 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.

The Township will set aside \$201,307.99 as rental assistance to very-low income households residing in very-low income units in inclusionary developments in West Windsor Township.

Those developments are Princeton Terrace 1 and 2 and Toll/Maneely. The program will be extended to very-low income households residing in very-low income units at Woodstone, PTS Phase 2, Garden Homes, Roseland/MackCali, and Bear Creek Senior Living as very-low income units in those developments come online.

The following represents the procedures developed to implement this program.

III. PROGRAM DESCRIPTION

After Piazza or other Administrative Agent working on behalf of the Township, approves an application by a very-low income household residing in a very-low income unit, with such documentation as is established by the Township as to income, assets, and other pertinent information, the Township will grant \$100 per month to such household payable to its landlord, with the landlord being required to show that the monthly rent of such household has been reduced by an equivalent amount.

The grants will be made for such period of time as funds are available for affordability assistance for very-low income households, with funds payable from the Township Affordable Housing Trust Fund, or until the Township terminates the program.

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.

IV. GENERAL PROGRAM REQUIREMENTS

This program is limited to tenants in rental apartments that are deed restricted as very low-income units as defined in the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

Applicants who are certified by Piazza & Associates, Inc. or other Administrative Agent working on behalf of the Township as income eligible for the very low-income units, and who become tenants of very low-income units will automatically qualify for a subsidy under this program.

The certification process is set forth, in detail, in the Rental Operating Manual of the Township, as prepared by Piazza & Associates, Inc.

The qualification shall remain in full force and effect until such time as the program is no longer funded or the Township requires a recertification for this benefit.

V. THE PROCESS

- a. Piazza approves an application for tenancy in a very low-income unit.

- b. The landlord and tenant sign a lease agreement and send a copy of that agreement, together with the requisite certification forms signed by the landlord and tenant, to Piazza.
- c. Piazza notifies the Office of Finance at the Township, who then adds that tenant to its list of subsidy grantees.
- d. Piazza notifies the landlord, who is then required to provide a monthly discount to the tenant until such time as the subsidy is terminated or the tenant vacates the property.
- e. The Landlord submits an invoice to the Township for the amount of the subsidy, together with a rent roll that shows that the tenants who are receiving the grants have occupied the very low-income unit that month.
- f. The Office of Finance for the Township arranges for payment to the Landlord in an amount equal to the discounts provided to the tenants.

Appendix F-7: Closing Cost Manual

Township of West Windsor – Mercer County

AFFORDABILITY ASSISTANCE:
CLOSING COST GRANT PROGRAM

OPERATING MANUAL

May 20, 2025

**WEST WINDSOR TOWNSHIP – MERCER COUNTY
AFFORDABILITY ASSISTANCE: CLOSING COST GRANT 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 homeowners association or condominium fees and special assessments, and assistance with emergency repairs.”

It is also important to note that the spending of trust fund money for West Windsor Township (the “Township”) affordability assistance on units in the Fair Share Plan does not create Fair Housing credits for the Township. It is noted that there is no formally documented statement that units closing cost assistance must have a deed restriction or lien, competitive bidding, minimum dollar amount, affirmative marketing or a major system repaired.

The Township is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. (“P&A”) help to implement a Closing Cost Grant Program (CCP) and funded that program with funds from the Housing Trust Fund as set forth in the Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for closing cost grants.

II. INTRODUCTION

This Closing Cost Grant Program Manual has been prepared to assist in the administration of the West Windsor Township Closing Cost Grant 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 Closing Cost Grant Program process. It describes the eligibility requirements for participation in the program, program

criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Township.

The program funds will be distributed as a grant, and will not be repayable if the recipient purchases the deed-restricted affordable home.

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 to income-qualified purchasers of deed restricted affordable homes in the Township of up to \$3,000.00 toward the cost associated with the purchase of the aforementioned affordable home. The applicable costs are set forth in the TILA-RSPA Integrated Disclosure Documents and can include:

- Title work and policy;
- Reasonable attorney fees;
- Preparation of survey;
- Homeowner's insurance;
- Recording fees; and
- Other necessary closing costs to third parties.

West Windsor Township will dedicate approximately \$300,000.00 towards Closing Costs Grant Program.

IV. PROGRAM REQUIREMENTS

In order to qualify for the program, the gross annual income of the Buyer must be deemed to be very low-, low- or moderate- income, i.e., less than the limits set forth below for moderate-income households in Mercer County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION IN THE WEST WINDSOR TOWNSHIP CLOSING COST GRANT PROGRAM

AHPNJ 2025	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	\$75,440	\$86,160	\$96,960	\$107,680	\$116,320	\$124,960

Homes must be deed-restricted, affordable housing units in West Windsor Township, and may be of any size. The Buyer must submit an inspection report prepared by a licensed home inspector, and that report must identify the property as being in sound condition.

V. THE PROCESS

- a. After a Buyer is income-certified by P&A and approved to purchase a deed-restricted affordable home in the Township; and then enters into a contract to purchase the eligible home, P&A will notify the Municipal Housing Liaison of the Township and request the Township prepare a check in the amount of up to \$3,000.00, payable to the trust account identified for such purposes.
- b. A check will be issued to the trust account in advance of the closing.
- c. The grant will be identified on the TILA-RESPA disclosure statements as a Grant from the Township of West Windsor.
- d. If the sale is cancelled, the trustee will return the check to the Township.

TOWNSHIP OF WEST WINDSOR
OFFICE OF AFFORDABLE HOUSING
271 Clarksville Road
West Windsor, NJ 08550

CLOSING COST ASSISTANCE

Purchasers of affordable units may be eligible for up to \$3,000 reimbursement for closing costs. To qualify for the reimbursement, submit copies of the following:

- 1.) Letter requesting reimbursement
- 2.) Inspection report prepared by a licensed home inspector
- 3.) Copy of HUD statement from closing
- 4.) Original executed Affordable Housing Agreement recorded by the Clerk of Mercer County, including recording cover sheet.
- 5.) Original executed Repayment Mortgage recorded by the Clerk of Mercer County, including recording cover sheet.
- 6.) Original executed Repayment Mortgage Notes.

Appendix F-8: Affordability Assistance Manuals

West Windsor Township

AFFORDABILITY ASSISTANCE: RENTAL ASSISTANCE FOR TENANTS OF VERY LOW INCOME UNITS

OPERATING MANUAL

May 16, 2019

**WEST WINDSOR TOWNSHIP MANUAL FOR
AFFORDABILITY ASSISTANCE: RENTAL ASSISTANCE
VERY LOW INCOME**

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.”

II. INTRODUCTION

West Windsor Township (the “Township”) has developed and implemented a program to provide rental subsidy to tenants of very low-income units as defined in the New Jersey Fair Housing Act.

The Township has entered into an agreement with Piazza & Associates, Inc. (“Piazza”) to implement a Rental Assistance Program (RAP) 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.

The Township will set aside \$201,307.99 as rental assistance to very-low income households residing in very-low income units in inclusionary developments in West Windsor Township.

Those developments are Princeton Terrace 1 and 2 and Toll/Maneely. The program will be extended to very-low income households residing in very-low income units at Woodstone, PTS Phase 2, Garden Homes, Roseland/MackCali, and Bear Creek Senior Living as very-low income units in those developments come online.

The following represents the procedures developed to implement this program.

III. PROGRAM DESCRIPTION

After Piazza or other Administrative Agent working on behalf of the Township, approves an application by a very-low income household residing in a very-low income unit, with such documentation as is established by the Township as to income, assets, and other pertinent information, the Township will grant \$100 per month to such household payable to its landlord, with the landlord being required to show that the monthly rent of such household has been reduced by an equivalent amount.

The grants will be made for such period of time as funds are available for affordability assistance for very-low income households, with funds payable from the Township Affordable Housing Trust Fund, or until the Township terminates the program.

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.

IV. GENERAL PROGRAM REQUIREMENTS

This program is limited to tenants in rental apartments that are deed restricted as very low-income units as defined in the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

Applicants who are certified by Piazza & Associates, Inc. or other Administrative Agent working on behalf of the Township as income eligible for the very low-income units, and who become tenants of very low-income units will automatically qualify for a subsidy under this program.

The certification process is set forth, in detail, in the Rental Operating Manual of the Township, as prepared by Piazza & Associates, Inc.

The qualification shall remain in full force and effect until such time as the program is no longer funded or the Township requires a recertification for this benefit.

V. THE PROCESS

- a. Piazza approves an application for tenancy in a very low-income unit.

- b. The landlord and tenant sign a lease agreement and send a copy of that agreement, together with the requisite certification forms signed by the landlord and tenant, to Piazza.
- c. Piazza notifies the Office of Finance at the Township, who then adds that tenant to its list of subsidy grantees.
- d. Piazza notifies the landlord, who is then required to provide a monthly discount to the tenant until such time as the subsidy is terminated or the tenant vacates the property.
- e. The Landlord submits an invoice to the Township for the amount of the subsidy, together with a rent roll that shows that the tenants who are receiving the grants have occupied the very low-income unit that month.
- f. The Office of Finance for the Township arranges for payment to the Landlord in an amount equal to the discounts provided to the tenants.

Appendix F-9: Operating Manuals (Rental and Sales)

Township of West Windsor

Affordable Housing Services

Operating Manual

SALES & RESALES

Piazza & Associates, Inc. ♦ 201 Rockingham Row ♦ Princeton, NJ 08540

T.609.786.1100 ♦ F.609-786-1105 ♦ www.HousingQuest.com

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- A.** Equal Housing Opportunity Posters
- B.** Annual Regional Income Limits Chart
- C.** Application for Affordable Housing
- D.** Applicant Questionnaire and Document Checklist
- E.** Resale Procedures for Owners Wishing to Sell an Affordable Unit

INTRODUCTION

This Operating Manual has been prepared by Piazza & Associates, Inc., the Administrative Agent for the Township of West Windsor, to assist in the administration of for-sale units. General questions regarding its content can be addressed to Piazza & Associates, Inc. 201 Rockingham Row, Princeton, NJ 08540; by telephone to 609-786-1100; or by email at WestWindsor@HousingQuest.com.

This manual describes the basic content and operation of the program, examines program purposes 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 initial sale process and in the resale process. It describes the eligibility requirements for participation in the program, record keeping and overall program administration.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and New Jersey Laws Against Discrimination Equal Opportunities laws¹, the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq., the substantive rules of the Council on Affordable Housing N.J.A.C. 5:96 and 5:97 and the affordable housing regulations of the Township of West Windsor (hereafter referred to as the "Regulations").

All prior references to COAH have been replaced with references to the New Jersey Fair Housing Act ("NJ-FHA"). Also, please note that the Special Adopted Amendments: N.J.A.C. 5:80-26.1, 26.2, 26.4 through 26.27, and Appendices A through Q, together with the Special Adopted New Rules: N.J.A.C. 5:80-26.3 and 26.28 are incorporated herein by reference and supersede expiring rules as applicable.

FAIR HOUSING AND EQUAL HOUSING OPPORTUNITIES



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

listing or advertising of real property, receipt or transmittal of offers to purchase or rent real property, application and terms of a mortgage or other loan. See Exhibit A.

WHAT IS AFFORDABLE HOUSING?

Affordable housing, unlike market rate housing, has affordability controls limiting the price for at least 30 years. The Regulations considers housing “affordable” if the household pays approximately 28% or less of the household’s gross income on housing costs. Affordable housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the affordable housing is located.

WHO QUALIFIES FOR AFFORDABLE HOUSING?

In order to be eligible for affordable housing in New Jersey, a household’s income will be below the income limit for the region in which the affordable housing is located, either for low or moderate levels. A moderate-income household is classified as earning between 50 percent and 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income. The New Jersey Fair Housing Act (NJFHA) has included a new category for very low-income households, which are classified as earning less than 30 percent of area median income. Municipalities are not required to provide affordable sale housing to very low-income households.

The Affordable Housing Regional Income Limits Chart (Exhibit B) provides information about income limits for each of the six housing regions. Each region has different calculated median incomes, which are adjusted periodically. The Township of West Windsor is located in Mercer County, which is part of Region 4, together with Monmouth and Ocean Counties.

LOCAL AFFORDABLE HOUSING PROGRAMS FOR PURCHASE

The following affordable housing program is currently being administered for the Township of West Windsor:

1. Windsor Ponds
2. Village Grande
3. Townes at West Windsor
4. Link at W Squared
5. Meridian Walk
6. Elements at West Windsor
7. Bear Brook Homes

A copy of the Township of West Windsor Housing Element and Fair Share Plan is available at the municipal building, located at 271 Clarksville Rd, West Windsor, NJ 08550.

OTHER AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES

In addition to the purchase opportunities, the Township of West Windsor has rental opportunities. Please contact Piazza & Associates, Inc., for further information:

Affordable housing throughout the State of New Jersey is administered by a wide variety of organizations and agencies. Further information can be found at: <https://nj.gov/njhrc/>.

Individuals interested in applying for affordable housing should contact the Municipal Housing Liaison in the municipality in which they are interested in living. Each municipality has a Municipal Housing Liaison who is responsible for administering the municipality's affordable housing program. Some municipalities administer their own affordable housing and have their own application process. If not, the Municipal Housing Liaison can direct applicants to developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality.

The New Jersey Housing and Mortgage Finance Agency has established New Jersey's Housing Resource Center, an on-line, searchable database of affordable housing in the State. The Housing Resource Center provides a listing posted by developers, landlords, and municipalities of available affordable housing. Available units are listed with contact and application information. Look for the Housing Resource Center at www.njhrc.gov.

The New Jersey Guide to Affordable Housing, which can be found at <https://www.nj.gov/dca/codes/publications/guide.shtml> is a listing compiled by the New Jersey Department of Community Affairs Division of Codes and Standards. It lists all types of affordable housing by county. The housing units on the list have a variety of qualification requirements, including age-restricted housing and housing for the developmentally disabled. **Applicants who do not have access to the Internet should call 211 for assistance.**

Piazza & Associates, Inc. also provides information on many affordable housing programs throughout the state of New Jersey. Detailed information about these affordable housing opportunities can be found at www.HousingQuest.com.

OVERVIEW OF THE AFFORDABLE HOUSING ADMINISTRATION PROCESS

- The Municipal Housing Liaison serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and where appropriate directs applicants to an Administrative Agent, who may be developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality.
- The Administrative Agent implements the municipality's Affirmative Marketing Plan.

- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.
- Households that apply for low- and moderate-income housing will be prescreened by the Administrative Agent for preliminary income eligibility by comparing their total income and household size to the low- and moderate-income limits adopted by NJDCA (NJDCA shall mean NJDCA or its successors) and other program restrictions that may apply. All households will be notified as to their preliminary status.

OVERVIEW OF THE NEW SALE PROCESS

- 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, Inc., on or before the initial deadline date, shall be deemed received on that date.
- Households that apply for low- and moderate-income housing will be prescreened by Piazza & Associates, Inc. for preliminary income eligibility by comparing their total income and household size to the low- and moderate-income limits adopted by NJDCA or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status.
- A drawing will be held under the direction of Piazza & Associates, Inc. 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.
- 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.
- Final applications will be emailed by Piazza & Associates, Inc. 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.
- Completed final applications will be forwarded to Piazza & Associates, Inc. Piazza & Associates, Inc. will make a determination as to their eligibility for a low- or moderate- income unit. Applicants will receive a letter from Piazza & Associates, Inc. with respect to the status of their application each time a review is performed.
- When submitting final applications, applicants will also be asked to provide a pre-qualification letter from a qualified lending institution.

- 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.
- The sales agreement may also limit closing to a reasonable time to be approved by Piazza & Associates, Inc. in advance of the process.
- Subsequent to the initial sale closings, a list of pre-qualified applicants will be maintained by Piazza & Associates, Inc. on a re-sale waiting list.

OVERVIEW OF THE RESALE PROCESS

When an Owner of a restricted unit wishes to sell, the sale will be processed through the Administrative Agent. Prior to the initial date of purchase, the Owner makes a certification regarding his or her understanding of this requirement.

The Administrative Agent coordinates certain aspects of the sales process for affordable homes on behalf of designated municipalities. The Administrative Agent is not a real estate agent, however, and recommends that the Seller use a qualified real estate professional. The process is outlined below.

- The Seller submits a Preliminary Notice and Request for Maximum Sale Price (MSP).
- The Administrative Agent will respond to the Seller in writing, explaining some of the details of the process and informing the Seller of the MSP. The MSP is calculated by using the Affordable Housing Annual Regional Income Limits Chart, or approved alternative, and can be estimated on the Resale Calculator at HousingQuest.com.
- The Seller then submits a Final Notice of Intention to Sell to the Administrative Agent.
- The Administrative Agent will respond by sending the seller 20 copies of a QR code which directs applicants to an address specific online application.
- The Administrative Agent will email a “Notice of Availability” to households on the waiting list for an affordable home of the same bedroom size and income category. 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 the notice of availability. The Administrative Agent reserves 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.
- The Administrative Agent will affirmatively market the unit if there is no current applicant pool.

- 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.
- The Seller or their agent, upon showing the home, provides potential buyers with a copy of the QR code (which may be duplicated if necessary).
- Interested households complete the application and upload a mortgage pre-approval letter from a qualified lending institution.
- At the end of the two-week time period, the Administrative Agent reviews all of the online applications submitted for a particular home. These applications 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.
- The first applicant or two on the prioritized list is emailed a letter which requires them to complete a final application within fourteen days. When an applicant is approved as a buyer, a copy of the approval letter is sent to the Seller and their agent, as applicable.
- The Seller and the certified interested household (now Buyer) execute a “Contract of Sale.” The Administrative Agent ensures that the Deed, Recapture Mortgage, Recapture Mortgage Note and Disclosure Statement (Appendix J) form are submitted as part of the closing package to the attorney responsible for the closing or other closing agent.
- 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.
- When an applicant is in second priority position to purchase an affordable home (the *original* home), and another home of the same size and type in the same municipality (the *next* home) becomes available within 90 days of the lottery date of the *original* home, the applicant will have the option to transfer priority from the *original* home to the *next* home. The following conditions will apply: This opportunity only applies to the *next* home of the same bedroom number and income category as the *original* home that becomes available within the 90-day period. This offer will be made only one time and only for the *next* home. It does not apply to other similar homes that become available. The applicant must have completed a final application and be pre-qualified for the *original* home in order to be considered. The applicant will be notified by phone that an alternate home is available. The applicant will then have 3 business days in which to view the *next* home and make the determination if he/she would like to pursue that purchase. If so, the applicant would relinquish the secondary priority position for the *original* home. Once the decision to transfer to the *next* home is made, the applicant cannot be reinstated to the secondary position for the *original* home if he/she is

unwilling to purchase the *next* home. Conversely, once the decision is made to remain in the secondary position for the *original* home, the applicant cannot then transfer to the *next* home if he/she is unable or unwilling to purchase the *original* home.

- A copy of the Sales Contract will be submitted to the Administrative Agent prior to closing. The terms of the contract (e.g., closing dates and mortgage contingencies) should be reasonable to both buyer and seller.
- During the final stages of the process, the Seller should provide a “Notice of Intent to Transfer Title” form. It will be necessary to make arrangements for the Mortgage and Note to be satisfied with respect to the Seller and new documents filed with respect to the Buyer.
- A copy of the TILA-RESPA or HUD Closing Statement (as applicable) will be submitted to the Administrative Agent. A certified copy of the recorded deed, the original recorded repayment mortgage and note, and the certificate of ownership should also be sent to the Administrative Agent after closing.
- The filing and recording of documents is the responsibility of the seller’s or buyer’s attorney, but the Administrative Agent may also elect to file the documents. Once all documents are filed and recorded and returned to the Administrative Agent for inclusion in the file, the Administrative Agent will process a release of the original documents.
- Annually, the Administrative Agent shall send a mailing to the Owner of the affordable unit reminding them of the rights and requirements of owning an affordable unit.

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. The Administrative Agent is available to both the Seller and the Buyer throughout the process to answer any questions that they may have.

ROLES AND RESPONSIBILITIES

Responsibilities of the Municipal Housing Liaison or MHL

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see **Responsibilities of the Municipal Attorney**). The primary purpose of the MHL to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the MHL include the following duties and may include the responsibilities for providing administrative

services as described in the next Section under **Responsibilities of an Administrative Agent**.

Monitor the status of all restricted units in the municipality's Fair Share Plan. Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The MHL serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual NJDCA monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report to NJDCA. Any requests from NJDCA for additional information or corrections will be directed to the MHL.

Coordinate meetings with Administrative Agents and Developers/Affordable Housing Sponsors/Owners. When a new affordable unit or series of units is in the planning process, the MHL should coordinate a meeting between the Administrative Agent and the developer, affordable housing sponsor or owner. The developer, affordable housing sponsor or owner may serve as their own Administrative Agent, if they meet the applicable requirements and are approved by the municipality and NJDCA. The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all NJDCA-related local ordinances -- that have already been adopted by the municipality.

It is the responsibility of the Municipal Housing Liaison, in conjunction with the Municipal Attorney, to have the affordable housing provisions of any Master Deed and Public Offering reviewed for consistency with NJDCA and UHAC regulations, before they are recorded and submitted to DCA for approval.

Provide Administrative Services, unless those services are contracted out. The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of an Administrative Agent**.

Responsibilities of an Administrative Agent

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in the Administrative Agent's portfolio are sold to eligible households. Administrative Agents will:

Secure written acknowledgement from all developers, affordable housing sponsors and owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Create and adhere to an Operating Manual. All Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

Implement the municipality's Affirmative Marketing Plan. The Administrative Agent, the developer, affordable housing sponsor or owner could be responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent and the developer, affordable housing sponsor or owner, this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs are the responsibility of the developer or current owner.

Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

Conduct random selection of applicants for sale and resale of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility will be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a Disclosure Statement acknowledging the rights and requirements of owning an affordable unit, in the form of Appendix J of UHAC, as applicable.

Establish and maintain effective communication with owners and property managers. Owners and property managers of restricted units should be instructed and

regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent will immediately inform all owners and property managers of any changes to the Administrative Agent's contact information or business hours. The Administrative Agent will create and distribute annual mailings to all Owners of affordable units reminding them of the rights and requirements of owning an affordable unit.

Owners should be instructed to immediately contact the Administrative Agent in the following circumstances:

- If they are considering or have decided to sell their home.
- In the event they wish to refinance their mortgage or take out a home equity loan and, consequently, will be seeking a subordination of their mortgage.
- If they are seeking an increase in the sales price of their unit due to capital improvements.
- If they are seeking a Hardship Waiver to allow them to rent their unit.

Preserve affordability controls during the sale of restricted units. Immediately upon being notified of an Owner's intent to sell their property, an Administrative Agent should inform the Owner of the Owner's role in the marketing and sale of the home. An Administrative Agent is responsible for extinguishing the affordability controls with the Seller and re-establishing them with the Buyer. An Administrative Agent is responsible for providing closing attorneys/agents with the appropriate legal instruments.

Ensure cancellations of Recapture Mortgages are effectuated. It is the Administrative Agent's responsibility to ensure that Recapture Mortgages are cancelled at the conclusion of the control period when the Recapture Mortgage is satisfied. If the Recapture Mortgage is being cancelled due to a sale of the property during the control period, then the Administrative Agent may wish to cancel the original Recapture Mortgage only after the Recapture Mortgage with the new Owner has been recorded.

Send out annual mailings about restrictions. Administrative Agents will annually mail to all Owners of affordable housing units a reminder of their rights and responsibilities as Owners of an affordable unit.

Ensure unit has Continuing Certificate of Occupancy at final transfer. To help ensure a healthy and safe living environment for all families, an Administrative Agent is responsible for obtaining an inspection or a certified statement from the local Building Inspector at the first sale after the expiration of the minimum affordability control period.

Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent will maintain a file containing its affordability control documents. This includes, but is not limited to, the

recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes and Disclosure Statement.

Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

Provide annual activity reports to Municipal Housing Liaison for use in the annual monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in the Administrative Agent's portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administrating, and enforcing affordability controls, including but not limited to:

- Assisting the Municipal Housing Liaison with the review of the affordable housing provisions of any Master Deed and Public Offering for consistency with NJDCA and UHAC regulations, before they are recorded and submitted to DCA for approval.
- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls, including reviewing legal documents and legal actions required on foreclosures and violations.

Responsibilities of Developers

When a new affordable unit or series of units is in the planning process, the developer of affordable housing should contact the Municipal Housing Liaison, who shall coordinate a meeting with the Administrative Agent, where applicable, and the developer, affordable housing sponsor or owner.

The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all affordable-related local ordinances -- that have already been adopted by the municipality.

As provided for by ordinance, the developer will be responsible for the costs of advertising affordable units.

The Administrative Agent will secure from the developer written acknowledgement that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Responsibilities of an Owner

Owners should read annual mailings from the Administrative Agent and cooperate with any and all requests for information from either the Municipal Housing Liaison or the Administrative Agent.

The Owner may sell the unit only to a household that has been approved in advance and in writing by the Administrative Agent. No sale of the unit shall be lawful unless approved in advance and in writing by the Administrative Agent. No sale shall be for a consideration greater than the maximum resale price, as determined by the Administrative Agent.

When an Owner wishes to sell an affordable unit, it is the Owner's responsibility to notify the Administrative Agent and to execute a "Notice of Intent to Sell". If a potential, certified Buyer makes an offer of the maximum resale price of an affordable unit, then the Owner is obligated to enter into a sales contract with that Buyer for the sale of that unit or withdraw the "Notice of Intent to Sell".

An Owner may not rent out the Owner's unit to any other person, not even to members of the Owner's family.

The Owner shall at all times maintain the unit as his or her principal place of residence, defined as residing at the unit at least 260 days out of each calendar year.

An Owner shall make no improvements to the unit that would effect its bedroom configuration or to increase the maximum permitted resale price, except for improvements approved in advance and in writing by the Administrative Agent.

The Owner shall pay all taxes and public assessments and assessments by the condominium association levied upon or assessed against the unit, or any part thereof, when they become due and before penalties accrue.

The Owner shall pay all charges of any utility authority when they become due and before penalties accrue.

The Owner shall not permit any lien, except those approved by the Administrative Agent, to attach and remain on the property for more than 60 days.

The Owner will have approval of the Administrative Agent if they wish to refinance their mortgage or take out a home equity loan and, consequently, will be seeking a subordination of their mortgage.

In the event that any first mortgagee or other creditor of an Owner of a low- and moderate-income unit exercises its contractual or legal remedies available in the event of default or nonpayment by the Owner of a low- and moderate-income unit, the Owner shall notify the Administrative Agent in writing within 10 days of such exercise by the first mortgagee or creditor and no later than 10 days after service of any summons and complaint.

An Owner shall notify the Administrative Agent within 10 days, in writing, of any default in the performance by the Owner of any obligation under either the master deed of the condominium association, including the failure to pay any lawful and proper assessment by the condominium association, or any mortgage or other lien against the low- and moderate-income unit, which default is not cured within 60 days of the date upon which the default first occurs.

AFFIRMATIVE MARKETING

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using the Township of West Windsor's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children to housing units which are being marketed by an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

Every Affirmative Marketing Plan will include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan will include the following information:

- The address of the project and development name, if any
- The number of units, including number of sale units

- The price ranges of the sale units
- The name and contact information of the Municipal Housing Liaison, Administrative Agent or property manager
- A description of the Random Selection method that will be used to select applicants for affordable housing.
- Disclosure of required application fees, if any.

Advertisements will contain the following information for each affordable housing opportunity:

- The location of the units
- A range of prices for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application for a housing unit
- Application fees, if any

Implementation of the Affirmative Marketing Plan

The affirmative marketing process for new affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all of the strategies outlined in the Township of West Windsor Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all the units have been sold. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the Administrative Agent for re-sales. When an affordable resale unit becomes available, the applicants will be selected from the applicant pool and the unit will be affirmatively marketed as described in the Resale process, above

The selection of applicants from the applicant pool is described in more detail in this manual under Random Selection & Applicant Pool(s).

Developer, Affordable Housing Sponsor

If permitted by the municipality, the developer or affordable housing sponsor may be responsible for advertising the affordable housing in accordance with the municipality's adopted Affirmative Marketing Plan. Prior to publication or broadcast, draft copies of the marketing material will be submitted to the Administrative Agent for approval. Proof of publication will be submitted, including a copy of the final advertisements with a copy of the paid bill. Public Service Announcements shall be submitted by the Administrative Agent.

RANDOM SELECTION & APPLICANT POOL(S)

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for 60 days. Applicants are required to determine their eligibility based upon information provided at the time of application. Confirmation that the Preliminary Application was properly submitted is indicated on the webpage at the time the Application is submitted. Applicants that are deemed, at this stage, to be ineligible are notified at the time they submit their online application.

Applications are entered into a data base and sorted by the unit size and affordability type that is appropriate. Applicants may check their eligibility on our webpage for the property prior to the random selection process.

Prior to the randomized selection, a list of applicants will be sent to the Municipal Housing Liaison (MHL) in the order to which the random numbers will be applied. This list should be maintained in the file so that the MHL can verify the establishment of the order of the list in advance of the random selection.

At the end of the 60-day period, the Administrative Agent arranges a time and date for the random selection process to take place via webinar. The MHL and a representative of the developer are invited and encouraged to attend. An announcement of the time and date is made by way of an email blast to those applicants who voluntarily sign up for this service through www.HousingQuest.com.

It is important to note that applicants need not be present at the random selection, and that there is no advantage given those applicants who do attend.

At the random selection, a website is used to generate a random list of numbers. The numbers are applied to the list in the order that was prearranged. A copy of the random numbers and the final list are sent to the MHL for verification and file.

All applicants are assigned a random number. Priority numbers will be posted on the property page after the random selection and are available for applicants to review if they provide the required security information. A random number does not guarantee that the applicant will be deemed eligible. Applicants who submit more than one application and receive more than one priority number will forfeit the lower number with the highest priority.

When units become available, Final Applications are sent in the prioritized order as specified previously. The Administrative Agent may keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. On-going marketing is done primarily through www.HousingQuest.com.

For re-sales, applications received subsequent to the initial random selection may be subject to a random selection on a per-unit basis.

MATCHING HOUSEHOLDS TO AVAILABLE UNITS

In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to implement the following policies:

- Provide an occupant for each unit bedroom;
- Prevent more than two persons from occupying a single bedroom; and
- Require that all the bedrooms be used as bedrooms.

A household is placed only on one unit list for eligibility. A household may chose to change the unit type for which they are eligible within the scope of the program.

APPLICATION FEES

The Administrative Agent does not charge a fee to applicants.

HOUSEHOLD CERTIFICATION

Before any household can purchase a restricted unit, the Administrative Agent will certify the household as eligible. Certification of a household involves the verification of two critical pieces of data: 1) Household size and composition, including gender; and 2) The total income and assets for all household members 18 years of age or older. The certification process begins with the applicant completing an application in its entirety and providing the required backup documentation. Once eligibility documents and data have been collected, the Administrative Agent can begin the process of calculating the household's income.

Household Composition and Circumstances

Generally, a Household is defined as everyone who intends to reside in the affordable unit. Temporarily absent members of a household will be counted in very limited circumstances, such as a member of the military in active duty. Unborn children and children in the process of being adopted shall be counted as members of the household.

The following are generally excluded from the household for the purposes of income qualifying but may be considered by the Administrative Agent for the purposes of determining the size of the unit: live-in aid, foster children and children who live in the household with less than 50% joint physical custody.

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income Tax Return
- Driver's License
- Birth Certificate or Passport
- Alien Registration Card
- Divorce Decree and Settlement Agreement
- Adoption Agency / Legal Correspondence and/or Certification
- Correspondence / Certification from Foster Care Services
- Doctor's Authorization for Live-in Aid.
- The Administrative Agent always reserves the right to require any other such documentation that, in its sole discretion, it deems necessary to verify composition.

Procedure for Income-Eligibility Certification

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Applicants may NOT change or modify their situation relative to their income once they have submitted a Final Application.

Through the submission of the Final Application, the Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide

documentation to verify their income. The application and a schedule of required documentation can be found in Exhibits C and D. Generally the documentation required is as follows:

- Four current consecutive pay stubs, including bonuses, overtime or tips, or a signed and dated letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- A letter or appropriate reporting form verifying current monthly benefits such as
 - Social Security or SSI – Award letter or computer print out letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF² current award letter
 - Disability - Worker's compensation letter
 - Pension income – a pension letter.
- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony, child support and education stipends.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds.
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or a contract with a real estate broker which sets forth the price of the property and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property, attach copies of all leases.

² TANF – Temporary Assistance for Needy Families

- The Administrative Agent always reserves the right to require any other such documentation that, in its sole discretion, it deems necessary to verify household income.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions and regular distributions from retirement accounts
5. Social security benefits
6. Unemployment compensation (annualized)
7. TANF
8. Verified regular child support
9. Disability benefits
10. Net income from business or real estate
11. Actual interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using the current HUD Passbook Rate) from non-income producing assets, such as checking accounts, cash on hand, and equity in non-income producing real estate.
13. Net rental income from real estate
14. Non-tuition stipends for living expenses for students
15. Non-Governmental financial support
16. Any other forms of regular income reported to the Internal Revenue Service
17. Regular financial support from any source.

Not Income

1. Rebates or credits received under low-income energy assistance programs

2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of persons enrolled as full-time students

Deduction from Income

Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household who is enrolled in a qualifying education program for 12 credit hours or more per semester; and part-time income is income earned on less than a 35-hour workweek. Full-time income (35 hours or more) for full-time students is always counted.

The Real Estate Asset Limit

Except for federal programs, if an applicant's primary residence, which is to be sold upon purchase of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually by NJDCA or their successor as part of the Annual Regional Income Limits Chart, the household will be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant will provide a recent, Market Value Appraisal, on the home they own unless the applicant has mortgage debt on the home or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the net revenue is considered income. Specifically, rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance and reasonable property management expenses as reported to the Internal Revenue Service. Other expenses are not deductible. If actual rent is less than fair market rent, the administrative agent shall impute a fair market rent.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current HUD Passbook Savings Rate, interest will be imputed on the determined value of the real estate.

Maximum Monthly Payments

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). The Administrative Agent will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

A certified household is not permitted to purchase a unit that would require more than 33 percent of the verified household income to pay principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable. However, at the discretion of the Administrative Agent, this limit can be exceeded if the applicant:

- Obtains a firm mortgage loan commitment at the higher level from a licensed financial institution, under terms consistent with the requirements of the New Jersey Home Ownership Security Act of 2002, N.J.S.A. 46:10B-22 et seq.; and
- Submits a certification from a non-profit counselor approved by HUD or the New Jersey Department of Banking and Insurance that the household has received counseling on the advisability of the loan transaction.

Housing Counseling

The Administrative Agent will provide referrals for counseling, as a part of its services. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage

qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of Banking and Insurance is included on NJDCA's website and is available from the Administrative Agent.

In addition, the Administrative Agent will:

- Confirm and update all information provided on the application.
- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members 18 years of age or older to sign the Authorization for Release of Information forms and other verification requests.
- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.
- Seek to ensure, to a reasonable degree, that the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

Approving or Rejecting a Household

Administrative Agents will notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for purchase or rental of restricted units. A letter rejecting the household's application shall be mailed to the household.

Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Administrative Agent, shall be sent a letter rejecting the household's application and/or referring them to housing counseling.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the applicant does not sign a Sales Agreement within that time frame, an extension may be granted once the household's eligibility is updated and verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent will secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in purchasing a restricted unit. UHAC's Disclosure Statement shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines that there was a willful or material misstatement of fact made by the applicant.

Dismissal of Applications

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time;
2. The applicant's sources of income or household composition changes after the submission of the final application, but before approval;
3. The applicant commits fraud, or the application is not truthful or complete;
4. The applicant cannot or does not provide documentation to verify their income or other required information when due;
5. The household income does not meet the minimum or maximum income requirements for a particular property;
6. The applicant owns an asset that exceeds the Asset Limits for NJDCA properties;
7. The applicant fails to respond to any inquiry in a timely manner;
8. The applicant had a greater chance than any other applicant submitted for a random selection;
9. The applicant is non-cooperative or abusive with the our staff, property managers or the sellers of affordable units;
10. The applicant changes address or other contact information without informing us in writing;
11. The applicant is unable to obtain suitable and legitimate financing for a sale unit or fails to verify attendance in a home buyer credit counseling program when required to do so by the program rules;
12. The applicant does not respond to a periodic update inquiry in a timely fashion;
13. The applicant fails to sign the Compliance Certification, Certificate for Applicant; Lease Documents, Contract for Sale, Affordable Housing Agreement and/or Deed Restrictions as may be required; or
14. The applicant, once approved, fails to close on a sale in a timely manner.

Applicants will also be withdrawn from all lists held by us in the Township of West Windsor once they have been approved for an affordable unit within that same municipality. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit. Applicants withdrawn for fraud may be

withdrawn from all programs administered by Piazza & Associates, Inc., and may be subject to prosecution under the law.

Applicants who are withdrawn and who wish to re-apply to that specific program may do so using a new Preliminary Application. The new Preliminary Application will NOT be given preferential treatment but will be processed in the same way that all new Preliminary Applications for that specific program are processed. In the event that an application list is closed when the application is withdrawn, the applicant will be required to wait until the list is re-opened to apply again.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, uncooperative behavior or other serious matters.

Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Municipal Housing Liaison, Township of West Windsor; or the Executive Director of the New Jersey Housing and Mortgage Finance Agency.

DETERMINING AFFORDABLE SALES PRICES

Development Considerations and Compliance Issues

There are several regulations that will be considered from the development perspective before the sales prices of individual units can be calculated. These requirements should be discussed at the first meeting between the Municipal Housing Liaison, Administrative Agent and developer or affordable housing sponsor. The following is a summary of the requirements for ownership projects.

Bedroom Distribution. The standards on the distribution of unit sizes for affordable developments require that:

- The combined number of efficiency and one-bedroom units may be no greater than 20 percent of the total low- and moderate-income units;
- At least 30 percent of all low- and moderate-income units will be two-bedroom units;
- At least 20 percent of all low- and moderate-income units are three-bedroom units; and
- The remainder, if any, may be allocated at the discretion of the developer.

Age-restricted Units. Affordable age-restricted units are not held to these bedroom distribution standards. For affordable age-restricted units, the number of age-restricted low- and moderate-income bedrooms will be equal to or greater than the number of age-restricted units within the development. In other words, the average bedroom size in an age-restricted development will be equal to or greater than one bedroom per unit. For example, if the overall age-restricted development is 25 percent efficiencies, and 50 percent one-bedroom units, and 25 percent two-bedroom units, that equals an overall development bedroom size of exactly one bedroom per unit. An age-restricted development can meet this standard by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit, or any other combination that will equal a minimum of one bedroom per unit.

Pricing by Household Size. Initial sales prices and rents are based on targeted “model” household sizes for each size home as determined by the number of bedrooms. Initial sales prices and rents will adhere to the following rules. These maximum sales prices and rents are based on NJDCA’s Annual Regional Income Limits Chart at the time of occupancy:

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

The above rules are only to be used for setting initial sales prices. They are not guidelines for matching household sizes with unit sizes.

Determining Maximum Initial Sales Price

To determine the affordable sale prices the Administrative Agent uses the regulations set forth in UHAC.

The maximum sales price for an ownership unit is determined by first calculating the amount that an appropriately sized household can afford for housing expenses at various income ranges. Several related expenses (homeowner insurance, private mortgage insurance (PMI), association fees and taxes) will then be subtracted from the household’s maximum monthly contribution toward housing expenses to arrive at the maximum monthly mortgage payment. The calculated mortgage amount, a five percent down payment, and the current lending rate will be used to arrive at the maximum sales price.

Additional Regulations for an Ownership Development

In addition to the regulations in the previous Section entitled **Development Considerations and Compliance Issues**, ownership developments will also comply with the following regulations:

Division of Units: Low- and Moderate-income. In each affordable ownership development, at least 50 percent of each unit type will be affordable to low-income households. The remaining affordable units will be affordable to moderate-income households.

Affordability Average. Each affordable development will achieve an affordability average of no more than 55 percent of the regional median income for restricted ownership units. In achieving this affordability average, moderate-income ownership units will be available for at least three different prices for each bedroom type, and low-income ownership units will be available for at least two different prices for each bedroom type.

Maximum Initial Sales Price. The maximum initial sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of the regional median income.

Condominium/Homeowner Association Fees. The master deeds of affordable developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.

Determining Resale Prices

Calculating the maximum resale price (MRP) for an ownership unit involves applying the annual percentage increase corresponding with each calendar year since the Seller bought the house. No increase is permitted during the balance of the calendar year immediately after the sale. A Resale Price Calculator has been created by the Administrative Agent to provide an estimate of the MRP to owners of affordable homes. It can be accessed at www.HousingQuest.com, by clicking on “Resale Calculator” on the menu bar and choosing the municipality in which your affordable home is located. In the alternative, homeowners can also call Piazza & Associates, Inc., at 609-786-1101, and request a verbal estimate by phone. The official MRP can only be given in writing in response to a written request, together with a copy of the recorded deed.

Requests for Increases in Maximum Sales Price

The Seller of an ownership unit may ask the Administrative Agent to increase the sales price of their home beyond the maximum sales price under limited circumstances. Only those improvements “that render the unit suitable for a larger household or that add an additional bathroom” can increase the calculated maximum sales price. In no event shall

the maximum sales price of an improved housing unit exceed the limits of affordability for the larger households.

WAIVERS AND EXEMPTIONS³

Hardship and Income Waivers

An Owner may not rent out the Owner's unit to any other person, not even to members of the Owner's family. The Administrative Agent may grant a Hardship Waiver for the following extenuating circumstances:

- The Owner's employer is temporarily sending the Owner to a work place a great distance from the Owner's home, and the employer expects the Owner to resume work for the employer back at home within the next 12 months.
- The Owner is called up for military service

An Owner of a low-income unit may request that the unit be sold to a household whose income exceeds the established income eligibility criteria for a low-income household, but does not exceed the income criteria for a moderate-income household, by submitting a written request for an Income Waiver to the Administrative Agent. The Owner will demonstrate that this request is consistent with the following reasons for an Income Waiver:

- The unit is in marketable condition as determined by the Administrative Agent.
- The Owner has made a good faith effort to sell the unit to a certified household for no less than six (6) months, in accordance with procedures required by the Administrative Agent and no certified household has made a "reasonable" offer during the that six-month period.
- The Owner has demonstrated a willingness to consider price offers lower than the maximum allowable resale price, taking into account current market conditions and the marketability of the unit.
- The Owner has advertised the unit's availability in newspapers and other locations likely to be noticed by potential purchasers, or has engaged the services of a qualified real estate agent to sell the home.

The Administrative Agent may grant an Income Waiver upon demonstration that the Owner has made a good faith effort to sell the unit and subject to NJDCA determining that there is an insufficient number of low-income purchasers in the market to permit prompt occupancy of the unit.

³ Revised 4.24.08

Upon receipt of a request for an Income Waiver,⁴ the municipality shall have first option to purchase the unit at the approved resale price and holding, renting or conveying it to a certified household. The municipality shall have 30 days in which to exercise this option.

The Administrative Agent shall approve or deny a Hardship Waiver in writing within 30 days of receipt all requested verification.

The Administrative Agent shall approve or deny an Income Waiver in writing within 30 days of receipt of all requested verification from the Owner and a determination by NJDCA that there are an insufficient number of low-income purchasers in the market to permit prompt occupancy of the units. The Income Waiver shall be provided to the Owner with a copy to the Buyer at the time of closing. The original shall be filed with the Deed. The Income Waiver is only valid for the designated resale transaction. All future resales will be in accordance with the Deed restrictions and sold to income eligible households for no more than the approved indexed resale price.

The approval of an Income Waiver for a particular resale does not guarantee receipt of the maximum resale price to the Owner.

If the Administrative Agent denies a Hardship Waiver or Income Waiver, the Owner may appeal the decision of the Administrative Agent within 30 days from the date of notification of the decision of the Administrative Agent (see **Appeals**). If a written request has not been received within 30 days following the household's receipt of notification, the denial will be final. Owners shall be required to produce documentation to support their claim.

Exempt Transactions

The following title transactions shall be deemed exempt transactions and, when requested, the Administrative Agent shall provide the Owner receiving title with written confirmation of the exemption to those restrictions that determine occupancy of the unit.

- Transfer of ownership between former spouses ordered as a result of a judicial decrees of divorce or judicial decree of separation (but not including sales to third parties);
- Transfer of ownership between family members by will or intestate succession;
- Transfer of ownership through an Executor's Deed to a Class A beneficiary; and
- Transfer of ownership by Court Order.

An exempt transfer of ownership does not terminate the resale restrictions or existing liens on the property. All liens will be satisfied in full prior to subsequent resale and all

⁴ Rev 5.16.08

subsequent resale prices will be calculated using the resale price index in compliance with the term of the affordable housing regulations.

The exempt transaction shall not be considered as a recorded transaction in calculating subsequent resale prices.

The Owner shall notify the Administrative Agent in writing of any proposed transaction that requires approval as an exempt transaction. The Owner shall supply the Administrative Agent with all necessary documentation to demonstrate that the transaction qualifies as an exemption as defined above.

If the Administrative Agent denies the exemption, the Owner may appeal the decision of the Administrative Agent within 30 days from the date of notification of the decision of the Administrative Agent (see Appeals). If a written request has not been received within 30 days following the household's receipt of notification, the denial will be final. Owners shall be required to produce documentation to support their claim.

VIOLATIONS, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner, the Administrative Agent shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it will cause irreparable harm to the municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low- and moderate-income housing.

Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

MAINTENANCE OF RECORDS AND APPLICANT FILES

Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80-26.17 current records will be maintained by the Administrative Agent and outdated records will be given to the municipality for safe-keeping. A file will be created and maintained on each restricted unit for its control period.

The Administrative Agent will maintain detailed records on all marketing initiatives.

Files To Be Maintained on Every Applicant

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

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

Individual files will be maintained throughout the process and submitted to the municipality upon termination of the program.

Files To Be Maintained on Every Unit

The Administrative Agent will maintain files on every unit for the length of the affordability controls. The unit file will contain at a minimum:

- Base sales prices
- Identification as low- or moderate-income
- Description of number of bedrooms and physical layout
- Floor plan
- Original deed restriction
- Affordability control documents, including Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes, Disclosure Statement
- Application materials, verifications and certifications of all present owners, pertinent correspondence, any documentation of home improvement, hardship or income waivers or other approvals granted by an AA, certificate of exemption

Files To Be Maintained on Every Project

The Administrative Agent will maintain files on every project for the length of the affordability controls. The project file will contain at a minimum:

- Condominium Master Deed
- Condominium Public Offering

Files To Be Maintained on The Applicant Pool

- Any changes to the applicant pool
- Any action taken with regard to the applicant pool
- Any activity that occurs that affects a particular applicant
- Current applications for all applicants whose status is active in the applicant pool
- The application, the initial rejection notice, the applicant's reply to the notice, a copy of the Administrative Agent's final response to the applicant, and all documentation of the reason the applicant's name was removed from the applicant pool.

Monitoring

A sample Deed will be submitted for each project. Additionally, the current annual monitoring information required to be maintained and reported annually to the Municipal Housing Liaison can be found on NJDCA's website. The information required for each unit includes but is not limited to:

- Street Address
- Block/Lot/Qualifier/Unit Number
- Housing Type
- Income: Very Low/Low/Moderate
- Initial Sale Price
- % of affordability
- Bedroom Type
- Age-restricted
- Handicap accessible/adaptable
- Co #, date
- Effective date of affordability controls
- Length of affordability controls (yrs)
- Date Affordability controls removed
- 95/5

Appendix F-10: Affordability Assistance Closing Grant Program

Township of West Windsor – Mercer County

AFFORDABILITY ASSISTANCE:
CLOSING COST GRANT PROGRAM

OPERATING MANUAL

May 20, 2025

**WEST WINDSOR TOWNSHIP – MERCER COUNTY
AFFORDABILITY ASSISTANCE: CLOSING COST GRANT 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 homeowners association or condominium fees and special assessments, and assistance with emergency repairs.”

It is also important to note that the spending of trust fund money for West Windsor Township (the “Township”) affordability assistance on units in the Fair Share Plan does not create Fair Housing credits for the Township. It is noted that there is no formally documented statement that units closing cost assistance must have a deed restriction or lien, competitive bidding, minimum dollar amount, affirmative marketing or a major system repaired.

The Township is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. (“P&A”) help to implement a Closing Cost Grant Program (CCP) and funded that program with funds from the Housing Trust Fund as set forth in the Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for closing cost grants.

II. INTRODUCTION

This Closing Cost Grant Program Manual has been prepared to assist in the administration of the West Windsor Township Closing Cost Grant 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 Closing Cost Grant Program process. It describes the eligibility requirements for participation in the program, program

criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Township.

The program funds will be distributed as a grant, and will not be repayable if the recipient purchases the deed-restricted affordable home.

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 to income-qualified purchasers of deed restricted affordable homes in the Township of up to \$3,000.00 toward the cost associated with the purchase of the aforementioned affordable home. The applicable costs are set forth in the TILA-RSPA Integrated Disclosure Documents and can include:

- Title work and policy;
- Reasonable attorney fees;
- Preparation of survey;
- Homeowner's insurance;
- Recording fees; and
- Other necessary closing costs to third parties.

West Windsor Township will dedicate approximately \$300,000.00 towards Closing Costs Grant Program.

IV. PROGRAM REQUIREMENTS

In order to qualify for the program, the gross annual income of the Buyer must be deemed to be very low-, low- or moderate- income, i.e., less than the limits set forth below for moderate-income households in Mercer County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION IN THE WEST WINDSOR TOWNSHIP CLOSING COST GRANT PROGRAM

AHPNJ 2025	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Moderate	\$75,440	\$86,160	\$96,960	\$107,680	\$116,320	\$124,960

Homes must be deed-restricted, affordable housing units in West Windsor Township, and may be of any size. The Buyer must submit an inspection report prepared by a licensed home inspector, and that report must identify the property as being in sound condition.

V. THE PROCESS

- a. After a Buyer is income-certified by P&A and approved to purchase a deed-restricted affordable home in the Township; and then enters into a contract to purchase the eligible home, P&A will notify the Municipal Housing Liaison of the Township and request the Township prepare a check in the amount of up to \$3,000.00, payable to the trust account identified for such purposes.
- b. A check will be issued to the trust account in advance of the closing.
- c. The grant will be identified on the TILA-RESPA disclosure statements as a Grant from the Township of West Windsor.
- d. If the sale is cancelled, the trustee will return the check to the Township.

Appendix F-11:

HOA Special Assessment Assistance Manual

Piazza & Associates, Inc.

AFFORDABILITY ASSISTANCE:
SPECIAL ASSESSMENT HOA
ASSISTANCE PROGRAM
(“SA-HOA
Program”)

OPERATING MANUAL

May 21, 2025

A. 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 a Special Assessment HOA Assistance Program (“SA-HOA Program”) in order to help mitigate the adverse effects of special assessments incurred by HOAs for owners of deed-restricted affordable housing.

The Township has entered into an agreement with Piazza & Associates, Inc. (“Piazza”) to implement the SA-HOA Program 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.

B. INTRODUCTION

This SA-HOA Manual has been prepared to assist in the administration of the SA-HOA Program. It will serve as a guide to the program staff, Township personnel, and Owners.

This manual describes the basic content and operation of the program, examines program purpose and provides 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 SA-HOA Program process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

The program requirements are subject to change and grant funding is subject to availability. The following represents the procedures developed to implement the SA-HOA Program.

C. PROGRAM DESCRIPTION

This program makes available grants to income-qualified Owners, equal to the initial Increased Percent for an initial special assessment by the HOA for necessary capital improvements. The funding is contingent upon all the following criteria having been met: 1) The income and residency qualification of the Owner; 2) an agreement between the Owner and the Township; and 3) the Township approval of the special assessment.

If an applicant meets the eligibility requirements identified above as well as the criteria found in Section D of this manual, enrollment for this program will begin with, either:

1. Retroactive to the date upon which the Owners were first charged for the Increased Percent of the initial special assessment, respectfully, contingent upon the receipt of a complete application package by the initial deadline date, 60 days from the mailing of the application to the Owner at the start of the program; or
2. As of the date that the eligibility certification was approved by the Township.

D. PROGRAM ELIGIBILITY

To be eligible for the SA-HOA Program, the following conditions must be met and verified:

1. The Owner must apply for the program through the P&A and provide all of the necessary information and documentation required in furtherance of the application.
2. There must be a current deed restriction on the specified condominium, such that it qualifies as an Affordable Unit.
3. The Affordable Unit must be the primary residence of the Owner.
4. During the time that the Owner owned the Affordable Unit, the Owner had not owned or leased any other residential real estate.
5. The Owner and all the residents of the Affordable Unit (together, the “Affordable Household”) must demonstrate that the gross annual income of the Affordable Household does not exceed 80% of the regional Median Income for NJDCA Region 4, as set forth in the local ordinance and as applicable to the date upon which the

application is received. The current Gross Maximum Income Limits by Household The sizes which are subject to change without notice, are currently as follows:

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
\$75,440	\$86,160	\$96,960	\$107,680	\$116,320	\$124,960

6. The Owner and the Township shall execute an agreement.

E. FUNDING AND DISTRIBUTION

A budget of up to and not to exceed \$500,000 shall be reserved for this program during the period of Fourth Rounds substantive verification unless otherwise amended.

F. THE PROCESS

1. Eligibility for the SA-HOA Program is based, in part, on the income-certification of each Affordable Household, as required by the N.J.A.C. 5:80-26.1 et seq., also known as the Uniform Housing Affordability Controls and the policies and procedures of P&A for the income certification of applicants for affordable housing in West Windsor Township. In addition to the income-certification information, P&A will prepare a residency certification form and list of required documents to verify the residency requirements for the Owner.
2. Residency verification will include the following requirements:
 - a. A Municipal Residency Form, which requires each head of household to provide the name and age of every resident of the Unit, and a signed and notarized statement that the Owner resides in the Unit at least 260 days, and that neither the Unit or any part of the Unit is leased to any other party for any purpose.
 - b. A copy of a New Jersey driver's license for every member of the household who has been issued a current driver's license; or for every member of the household who has not been issued a current New Jersey driver's license, an alternative identification, issued by the State of New Jersey or the federal government, that clearly includes the address of the household member; or a copy of the most recent transcript or original, certified letter from the school or qualified home school program, in which each of the school-age household members are currently enrolled.
 - c. A copy of all utility bills, including water, sewer, gas, electric, TV, phone and internet services provided to the Unit.
3. P&A will prepare a letter, application form and documents for the SA-HOA Program and mail same to the Owners.
4. The application will be due no more than 30 days from the date the applications is mailed to the Owners.

5. The Administrative Agent will report to the Township the Units eligible for the program.
6. A check for the amount due for eligible owners will be processed and sent directly to the Association each quarter in advance of the 1st of the month of that quarter.
7. The Association will credit the accounts of the existing owners in an amount that is equal to the funding provided to the Association by the Township.
8. The Administrative Agent will audit the program by contacting a random number of owners and former owners to ensure that the funding has been properly distributed.

G. PROGRAM LIMITATIONS

The SA-HOA Program will continue, contingent upon the availability of funds. The reduction or elimination of available funds will result in a corresponding reduction or elimination of SA-HOA Program grants.

I. PROGRAM ENFORCEMENT AND TERMINATION

The Township and P&A, on its behalf, will endeavor to enforce the terms and conditions of the SA-HOA Program in an effort to ensure that the use of the SA-HOA funds are consistent with the program purpose and guidelines, as well as local and state regulations. Enforcement is not limited to the time of initial eligibility, but will continue throughout the length of the Affordable Housing Controls for each Affordable Unit.

- a. If, at any given point in time after the initial certification has been completed and the funds have been disbursed, an application is deemed to have been fraudulent in any material way, the Owner who benefitted from the disbursement of funds shall be obligated to return the funds to the Township, and will be subject to applicable civil and criminal enforcement actions.

Appendix F-12: Veterans Ownership Maintenance Assistance Program

Piazza & Associates, Inc.

AFFORDABILITY ASSISTANCE:
VETERANS OWNERSHIP
MAINTENANCE ASSISTANCE
PROGRAM
(“VOMA
Program”)

OPERATING MANUAL

May 21, 2025

A. 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 a Veterans Ownership Maintenance Assistance Program (“VOMA”) in order to help make needed repairs to owner-occupied residential units in the Township of West Windsor that are occupied by income-eligible Veterans.

The Township has entered into an agreement with Piazza & Associates, Inc. (“Piazza”) to implement the VOMA Program 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.

B. INTRODUCTION

This Manual has been prepared to assist in the administration of the VOMA Program. It will serve as a guide to the program staff, Township personnel, and Owners.

This manual describes the basic content and operation of the program, examines program purpose and provides 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 VOMA Program process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

The program requirements are subject to change and grant funding is subject to availability. The following represents the procedures developed to implement the VOMA Program.

C. PROGRAM DESCRIPTION

This program has been established to provide financial assistance to veterans in qualified affordable household in restricted units for home ownership and maintenance, including home repairs, accessibility modifications and qualified home improvements. As part of the Township's Housing Element and Fair Share Plan VOMA seeks to:

- Improve living conditions for eligible Township residents;
- Preserve West Windsor's housing stock;
- Reduce energy consumption of older homes and thereby lower operating expenses.

D. PROGRAM ELIGIBILITY

To be eligible for the VOMA Program, the following conditions must be met and verified:

1. The Owner must apply for the program through Piazza and provide all of the necessary information and documentation required in furtherance of the application.
2. There must be a current deed restriction on the specified condominium, such that it qualifies as an Affordable Unit.
3. The Affordable Unit must be the primary residence of the Owner.
4. During the time that the Owner owned the Affordable Unit, the Owner had not owned or leased any other residential real estate.
5. The Owner and all the residents of the Affordable Unit (together, the "Affordable Household") must demonstrate that the gross annual income of the Affordable Household does not exceed 80% of the regional Median Income for NJDCA Region 4, as set forth in the local ordinance and as applicable to the date upon which the application is received. The current Gross Maximum Income Limits by Household Size which are subject to change without notice, are currently as follows:

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
\$75,440	\$86,160	\$96,960	\$107,680	\$116,320	\$124,960

6. The Owner must enter into an agreement with the Township in which he or she agrees to the terms and conditions outlined, above, and:
 - a. Releases the Township and P&A from any claims and agrees to indemnify, defend, and hold the Township and P&A harmless against any and all claims for liability.

- b. Agrees to fully cooperate with the Contractor, Township, and Piazza, including making timely arrangement for all inspections.
 - c. Acknowledges that the Contractor is solely responsible for the installation and that the Township and P&A 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 P&A.
7. The Owner will be required to use a form of contract between the Owner and Contractor that will be provided by the Township and shall contain requirements set forth by the Township to protect its interest.
8. For all programs set forth, herein, a construction permit application must be submitted to the Township by the Contractor and approved by the Township prior to the start of work.

E. FUNDING AND DISTRIBUTION

A budget of up to and not to exceed \$200,000 shall be reserved for this program during the period of Fourth Rounds substantive verification unless otherwise amended.

The entire cost of repairs and improvements made through this program, up to the maximum, \$10,000, will be paid directly by the Township to the Contractor as work is completed and inspected.

F. ELIGIBLE IMPROVEMENTS

Program funds will be available to address quality of life housing issues, correct existing and incipient code violations, minimize the risk of poisoning from lead-based paint and correct weatherization deficiencies.

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, correct applicable code violations, as well as any other work that is reasonable and deemed necessary or is related to the necessary repairs.

In addition to the repair or replacement of all major systems, work may include, but not be limited to the following:

- Interior trim work;
- Interior and/or exterior doors;
- Interior and/or exterior hardware;
- Window treatment;
- Interior stair repair;
- Exterior step repair or replacement;
- Porch repair;

- Wall surface repair;
- Painting; or
- Exterior rain carrying system repair.

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

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program. The cost of removing any illegally converted living space (e.g., illegal bedrooms in the basement) are not eligible for assistance.

G. THE PROCESS

1. Eligibility for the VOMA Program is based, in part, on the income-certification of each Affordable Household, as required by the N.J.A.C. 5:80-26.1 et seq., also known as the Uniform Housing Affordability Controls and the policies and procedures of P&A for the income certification of applicants for affordable housing in West Windsor Township.

In addition to the income-certification information, P&A will prepare a residency certification form and list of required documents to verify the residency requirements for the Owner.

2. Residency verification will include the following requirements:
 - a. A Municipal Residency Form, which requires each head of household to provide the name and age of every resident of the Unit, and a signed and notarized statement that the Owner resides in the Unit at least 260 days, and that neither the Unit or any part of the Unit is leased to any other party for any purpose.
 - b. A copy of a New Jersey driver’s license for every member of the household who has been issued a current driver’s license; or for every member of the household who has not been issued a current New Jersey driver’s license, an alternative identification, issued by the State of New Jersey or the federal government, that clearly includes the address of the household member; or a copy of the most recent transcript or original, certified letter from the school or qualified home

- c. school program, in which each of the school-age household members are currently enrolled.
- d. A copy of all utility bills, including water, sewer, gas, electric, TV, phone and internet services provided to the Unit.
- e. Provide form DD214 to verify qualified service

3. P&A will prepare a letter, application form and documents for the VOMA Program and mail to the Veteran Owners.

4. The application will be due no more than 30 days from the date the applications is mailed to the Owners.

5. P&A notifies the status of the review as follows:

- a. Incomplete: The Owner shall have 5 days to complete and return the application.
- b. Not approved: The Owner may not participate in the program, but can re-apply at a later date.
- c. Complete and Certified: P&A provides the Owner with a contract between the Owner and Township for the Owner's review and execution.

6. The Owner signs and returns the Contract between the Owner and the Township for execution by an approved representative of the Township.

7. P&A provides the Owner with a kit that includes:

- a. A Request for Proposal that the Owner may use to obtain bids from contractors;
- b. Information regarding the operation and benefits of energy efficient equipment;
- c. The specification of the minimum standards of the equipment required; and
- d. A form of Agreement between the Owner / Landlord and the Contractor.

8. The Owner selects a Contractor and enters into an agreement pursuant to f(iv) above.

9. The Owner submits same to Township for approval.

10. Township returns the fully executed Contract with the Owner.

11. The Owner pays the Contractor the Owner's share (if any is required). k. The Contractor applies to the Township for the appropriate permit(s).

12. The Township verifies that the payment from the Owner has been received by the Contractor (if required).

13. The Township approves the permit, based on the applicable code(s). The Contractor completes the work.

14. The Contractor and the Owner are responsible for having the appropriate inspection(s) completed within 14 days after completion. In the event that the Owner does not facilitate the final inspection, then the Owner shall be deemed in violation of construction code or codes and subject to applicable fines.

15. Contingent upon the final approval of the Township, the Township pays the Contractor the balance due, not to exceed the limits set forth above.

H. PROGRAM LIMITATIONS

The SA-HOA Program will continue, contingent upon the availability of funds. The reduction or elimination of available funds will result in a corresponding reduction or elimination of SA-HOA Program grants.

I. PROGRAM ENFORCEMENT AND TERMINATION

The Township and P&A, on its behalf, will endeavor to enforce the terms and conditions of the SA-HOA Program in an effort to ensure that the use of the SA-HOA funds are consistent with the program purpose and guidelines, as well as local and state regulations. Enforcement is not limited to the time of initial eligibility, but will continue throughout the length of the Affordable Housing Controls for each Affordable Unit.

- a. If, at any given point in time after the initial certification has been completed and the funds have been disbursed, an application is deemed to have been fraudulent in any material way, the Owner who benefitted from the disbursement of funds shall be obligated to return the funds to the Township, and will be subject to applicable civil and criminal enforcement actions.