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# Third Round Housing Element and Fair Share Plan



*Adaptive Reuse, Affordable Housing, Seattle, WA*

## Borough of Hightstown Mercer County, New Jersey

March 30, 2023

Clarke Caton Hintz



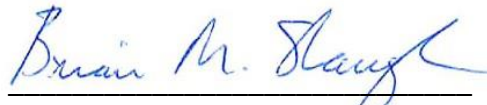
# Housing Element and Fair Share Plan

## Planning Board Borough of Hightstown Mercer County, New Jersey

Adopted \_\_\_\_\_

Endorsed by the Borough Council \_\_\_\_\_

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## Table of Contents

<b>Introduction</b> .....	<b>1</b>
<b>Brief History and Regional Location</b> .....	<b>1</b>
<b>Affordable Housing Judicial and Legislative Background</b> .....	<b>2</b>
First and Second Round Methods .....	3
Third Round Method .....	4
Fair Housing Act Amendments of 2008 .....	4
Appellate Division’s 2010 Decision .....	5
Judicial Activity from 2011 to 2014 .....	5
March 2015 New Jersey Supreme Court Decision.....	6
January 2017 New Jersey Supreme Court Decision.....	6
<b>Housing Element and Fair Share Requirements</b> .....	<b>7</b>
<b>Affordability Requirements</b> .....	<b>8</b>
<i>Table 1. 2022 Income Limits for Region 4</i> .....	9
<i>Table 2. Illustrative 2022 Maximum Affordable Gross Rents for Region 4</i> .....	9
<i>Table 3. Illustrative 2022 Maximum Affordable Sales Prices for Region 4</i> .....	9
<b>Housing Conditions</b> .....	<b>9</b>
<i>Table 4. Units in Housing Structure by Tenure, 2019</i> .....	10
<i>Table 5. Housing Units by Year Built, 2019</i> .....	10
<i>Table 6. Housing Units by Number of Rooms, 2019</i> .....	11
<i>Table 7. Housing Units by Number of Bedrooms, 2019</i> .....	12
<i>Table 8. Value of Hightstown Owner-Occupied Housing Units, 2010 and 2019</i> .....	12
<i>Table 9. Gross Rent by Housing Unit in Hightstown and Mercer County, 2019</i> .....	13
<i>Table 10. Housing Affordability, 2019</i> .....	14
<i>Table 11. Indicators of Housing Deficiency, 2019</i> .....	14
<b>Population Characteristics</b> .....	<b>15</b>
<i>Table 12. Population Change 2000 to 2020, Hightstown Borough and Mercer County</i> .....	15
<i>Table 13. Population Age Cohorts, 2010 to 2019</i> .....	16
<b>Household Characteristics</b> .....	<b>16</b>
<i>Table 14. Household Composition, 2019</i> .....	17
<b>Income Characteristics</b> .....	<b>17</b>
<i>Table 15. Estimated Household Income in Hightstown and Mercer County, 2019</i> .....	17



Table 16. Individual and Family Poverty Rates, 2019.....	18
<b>Employment Characteristics .....</b>	<b>18</b>
Table 17. Employed Residents by Civilian Economic Sector, 2019 .....	18
Table 18. Employed Residents by Occupation, 2019.....	19
Table 19. Change in Labor Force Since 2010.....	19
Table 20. Covered Employment Estimates in Hightstown and Mercer County .....	20
Table 21. Covered Employment by Industry Sector, 2019 .....	21
Table 22. Journey to Work, 2019.....	22
Table 23. Available Vehicles by Household, 2019 .....	22
Table 24. Top Ten Commuting Destinations for Hightstown Residents, 2019.....	22
<b>Population Projections .....</b>	<b>23</b>
Table 25. Population, Household, and Employment Projections, 2010 to 2040.....	23
Table 26. Housing Projections to 2032 .....	24
<b>Consideration of Lands Suitable for Affordable Housing .....</b>	<b>25</b>
<b>Fair Share Plan .....</b>	<b>26</b>
<b>Hightstown Affordable Housing Obligation .....</b>	<b>26</b>
Table 27. Hightstown Affordable Housing Allocation, Third Round Summary.....	27
<b>Rehabilitation Share .....</b>	<b>28</b>
<b>Prior Round Obligation .....</b>	<b>28</b>
Table 28. Hightstown Prior Round Formulas.....	29
Table 29. Credits Towards Hightstown’s 38-Unit Prior Round Obligation.....	29
<b>Third Round Obligation .....</b>	<b>30</b>
Table 30. Hightstown Third Round Formulas.....	30
Table 31. Credits Towards Hightstown’s 68-Unit Third Round Obligation.....	32
Table 32. Hightstown’s Remaining Obligation.....	35
<b>Inclusionary Zoning.....</b>	<b>35</b>
Table 33. Potential Inclusionary Affordable Housing Sites in Hightstown .....	36
Affordable Housing Sites Map .....	37
<b>Very Low-Income Units .....</b>	<b>48</b>
Table 34. Hightstown’s Very Low-Income Obligation.....	49
<b>Cost Generation.....</b>	<b>50</b>
<b>Affordable Housing Ordinance, Municipal Housing Liaison, Administrative Agent, and Affirmative Marketing .....</b>	<b>50</b>
<b>Development Fee Ordinance .....</b>	<b>50</b>

Affordable Housing Trust Fund ..... 51  
Spending Plan..... 51  
Conclusion ..... 52

## Appendices to the Housing Element and Fair Share Plan

- Appendix A: Planning Board Resolution of Adoption  
Governing Body Resolution of Endorsement
- Appendix B: Rehabilitation Program Documentation
- Appendix C: Holly House Documentation
- Appendix D: Spring Crest Group Home Documentation
- Appendix E: Habitat for Humanity Documentation
- Appendix F: Randolph Boarding Home Documentation
- Appendix G: William Street Documentation
- Appendix H: Ordonez Property Documentation
- Appendix I: Water and Sewer Capacity To Serve
- Appendix J: Rezoning Ordinance
- Appendix K: Affordable Housing Ordinance  
Development Fee Ordinance
- Appendix L: Affordable Housing Administration
- Appendix M: Spending Plan  
Affordability Assistance Manual

## INTRODUCTION

The Housing Element and Fair Share Plan for Hightstown Borough addresses its constitutional obligation to provide for affordable housing under the mandate of the Mount Laurel Doctrine established by the New Jersey Supreme Court beginning in 1975 and codified by the state legislature in the New Jersey Fair Housing Act of 1985.<sup>1</sup> Together, the Housing Element and Fair Share Plan constitute the affordable housing plan for the Borough of Hightstown. The Housing Element is a component of the Borough's Master Plan for development and redevelopment, and the Fair Share Plan constitutes the means and documents designed to implement the Housing Element, also known colloquially as the "Housing Plan."

The Mount Laurel Doctrine has a long and complicated history since it was first articulated by the New Jersey Supreme Court in 1975. At this point in time, the Supreme Court has retaken control of the process of ensuring the provision of affordable housing in the state. As part of this process, various lower court decisions have been made (see bottom of page 2). The one of particular importance to the development of this Housing Plan established affordable housing numbers in Mercer County for what is called the Third Round of obligation for municipalities. This decision was made in, "In the Matter of the Application of the Municipality of Princeton<sup>2</sup>" consolidated with, "In the Matter of West Windsor Township<sup>3</sup>" entitled, Opinion on Fair Share Methodology to Implement the Mount Laurel Affordable Housing Doctrine for the Third Round, issued on March 8, 2018. Since the decision was issued by Judge Mary C. Jacobson, A.J.S.C., this is known as the "Jacobson Methodology." This method and determination of affordable housing numbers has been utilized in the development of this Housing Plan.

Hightstown Borough stipulates that its affordable housing obligations are as follows:

- Rehabilitation Share of 39 units;
- Prior Round obligation of 38 units; and
- A Third Round obligation encompassing both the Gap Present Need and Prospective Need of 68 units.

In accordance with this process, the Borough of Hightstown and its Planning Board have prepared this Housing Element and Fair Share Plan and the accompanying Spending Plan.

## BRIEF HISTORY AND REGIONAL LOCATION

Hightstown Borough sits at the eastern edge of Mercer County, measuring 1.27 square miles in area. It is entirely surrounded by the Township of East Windsor. It is part of the State

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<sup>1</sup> - *N.J.S.A. 52:27D-301 et seq.*

<sup>2</sup> - Docket MER-L-1550-15

<sup>3</sup> - Docket MER-L-1561-15

Development and Redevelopment Plan's (SDRP) Planning Area 2, the Suburban Planning area, which comprises areas adjacent to higher-density Metropolitan Planning areas but characterized by lower intensity of development and greater availability of developable land. In addition to this regional characterization, however, the State Development and Redevelopment Plan designates the Borough as a Town Center. The Borough is home to the Peddie School, a private, coeducational boarding and day school founded in 1864, which occupies a 280-acre campus, including Peddie Lake, on the eastern side of the Borough. Rocky Brook feeds Peddie Lake, which is a defining feature of Hightstown's downtown, and flows outward to the northwest.

Hightstown was named for John and Mary Hight, who established a tavern in the area in the 1750s. The land that became the Borough of Hightstown and the surrounding East Windsor Township was originally acquired by William Penn in the late 1600s. He wanted to settle the land with Quakers, who were being persecuted in England and New England. The Borough's Stockton Street Historic District covers both sides of Stockton Street (County Route 571), from Railroad Avenue to Summit Street, and a portion of Rogers Avenue. The first railroad in the United States to connect two major cities, New York and Philadelphia, the Camden and Amboy Railroad, originally ran along what is now Railroad Avenue. In 1832, the John Bull, the first locomotive in the country, provided the first steam-powered passenger rail service in the country, stopping at Stockton Street. Hightstown no longer has train service available.

State Route 33 runs through the Borough from the southwest to the northeast and travels eastward at Peddie Lake to nearby Interchange 8 of the New Jersey Turnpike. County Route 571 (Stockton Street) comes into the Borough from Princeton to the west and continues southeast as far as Toms River, New Jersey. State Route 130 runs north-south immediately to the west of the Borough. Until the COVID-19 pandemic in 2020, there was express bus service via Coach USA between Hightstown and both Midtown and Wall Street in New York City.

The Borough's population from the 2020 U.S. Census was 5,900, an increase of 406, or 7.4% from the 2010 Census count of 5,494. Additional demographic characteristics are found in the tables beginning on page 9. The tables are based on estimates from the American Community Survey<sup>4</sup> as more detailed information from the 2020 Census is not yet available.

## **AFFORDABLE HOUSING JUDICIAL AND LEGISLATIVE BACKGROUND**

The affordable housing landscape in New Jersey is complex and became more so following the failure of the state agency created by the 1985 New Jersey Fair Housing Act (FHA), the Council on Affordable Housing (COAH), to produce a set of rules for the Third Round that passed constitutional muster. This section provides an overview of the laws, decisions and

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<sup>4</sup> - The American Community Survey replaced the long-form census as the source for much of the housing data necessary to complete this section. The census is a one-time count of the population while the ACS is an estimate taken over five years through sampling. For this reason, data in the ACS is subject to a greater margin of error than the U.S. Census since it is based on sampling.

rules that pertain to affordable housing in the state in a quest to answer general questions and the mandates applying to local government in New Jersey on this subject.

Providing affordable housing within developing municipalities was found to be a constitutional obligation by the New Jersey Supreme Court in its landmark 1975 decision now referred to as Mount Laurel I. The Court found that developing municipalities have a constitutional obligation to provide a realistic opportunity for the construction of low- and moderate-income housing.<sup>5</sup> In its 1983 Mount Laurel II decision, the Supreme Court extended the obligation to all municipalities within any “growth area” as designated in the State Development Guide Plan (now superseded by the State Development and Redevelopment Plan [SDRP]). Subject to a number of limitations, Mount Laurel II also gave developers the opportunity to secure a “builder’s remedy.”<sup>6</sup> In a builder’s remedy, a developer is granted the right to develop what is typically a multi-family project on land that was not zoned to permit this use or at a greater density than otherwise allowed if a “substantial” percentage of the units are reserved for low and moderate income households.

As noted above, in 1985, the Legislature enacted the FHA in response to the Mount Laurel II decision. With the creation of COAH, the state Legislature conferred primary jurisdiction for affordable housing matters to the new agency and charged it with promulgating regulations to, (1) establish housing regions; (2) estimate low- and moderate-income housing needs; (3) set criteria and guidelines for municipalities to determine and address their affordable housing numbers; and (4) create a process for the review and approval of housing elements and fair share plans that met constitutional guidelines.

### First and Second Round Methods

COAH created the criteria and guidelines for municipalities to determine and address their respective affordable housing obligation, or number of affordable dwellings.<sup>7</sup> Following guidelines established by the U.S. Department of Housing and Urban Development (“HUD”), COAH defined affordable housing as dwellings that were affordable to households with incomes 80% or less of the regional household income – which typically included between 38% and 41% of the total population. COAH originally established a formula for determining municipal affordable housing obligations for the six-year period between 1987 and 1993 (*N.J.A.C. 5:92-1 et seq.*), which became known as the First Round. The First Round rules established an existing need (variously known as “present need” or “rehabilitation share”) where substandard housing was being occupied by low- and moderate-income households, and future demand (“prospective need” or “fair share”) to be satisfied typically, but not exclusively, with new construction.

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<sup>5</sup> - Southern Burlington NAACP v. Twp. of Mount Laurel, 67 N.J. 151 (1975)

<sup>6</sup> - Southern Burlington NAACP v. Twp. of Mount Laurel, 92 N.J. 158 (1983)

<sup>7</sup> - Also called a municipality’s “fair share” of affordable housing.

The First Round rules were superseded by new COAH regulations in 1994 (*N.J.A.C. 5:93-1.1 et seq.*). The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 U.S. Census data. The regulations COAH adopted in 1994 are known as the Second Round rules. Though the FHA did not require that the housing rounds accumulate with time, COAH decided that each municipality's obligation would extend from the First Round forward into the future, *ad infinitum*. This cumulative new construction component from the two earlier rounds is called either the prior cycle or Prior Round. This plan will refer to the new construction obligation for the first and second housing cycles as the Prior Round obligation.

### Third Round Method

On December 20, 2004, some five years after the end of the Second Round in 1999, COAH's first version of the Third Round rules (*N.J.A.C. 5:94-1 and 5:95-1*) became effective. The FHA had originally required housing rounds to be for a six-year period, but in 2001, this was amended to extend the time period to 10-year intervals. Therefore, the Third Round should have been from 1999 to 2009. However, because of the delay in promulgating updated rules, the Third Round was extended by five years to 2014 and condensed into an affordable housing delivery period of 10 years from January 1, 2004 through January 1, 2014. In other words, 15 years of obligatory affordable housing activity was to take place in 10 years. This set of rules changed, however, when on January 25, 2007 the New Jersey Appellate Division invalidated key elements of the 2004 version of the Third Round rules. COAH eventually issued revised rules that became effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008). While the agency met the Court's directive to provide residential development and job projections for the Third Round, it also extended again the time period to 2018. COAH retained the "growth share" approach that was challenged in its 2004 rules, but revised its ratios to require one affordable housing unit for every four market-rate housing units developed and one affordable housing unit for every 16 jobs created.

Just as various parties challenged COAH's initial Third Round regulations, parties also challenged COAH's 2008 revised Third Round rules. The Appellate Division issued a decision about this set of rules on October 8, 2010 (see below). Meanwhile several other important events occurred.

### Fair Housing Act Amendments of 2008

On July 17, 2008, Governor Corzine signed P.L. 2008, c. 46, which amended the Fair Housing Act in a number of ways.<sup>8</sup> Key provisions of the legislation included the following:

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<sup>8</sup> - Also known as the "Roberts Bill," named after former New Jersey Assembly Speaker Joseph Roberts, who sponsored it.

- It established a statewide 2.5% non-residential development fee instead of requiring non-residential developers to provide affordable housing.
- It eliminated regional contribution agreements as a means available to municipalities to transfer up to 50% of their required affordable housing to a “receiving” municipality.
- It added a requirement that 13% of all affordable housing units be restricted to very low-income households (30% or less of median income).
- It added a requirement that municipalities had to commit to spend development fees within four years of the date of collection after the law’s enactment on July 17, 2008.

### Appellate Division’s 2010 Decision

On October 8, 2010, the Appellate Division issued a decision on the legal challenges to the 2008 iteration of COAH’s regulations.<sup>9</sup> The Appellate Division affirmed the COAH regulations that assigned rehabilitation and Prior Round numbers to each municipality but invalidated the regulations by which the agency allocated future affordable housing obligations in the Third Round. Specifically, the Appellate Division ruled that COAH could not allocate obligations through a “growth share” formula. The Court directed COAH to use similar methods to those used in the First and Second Rounds.

### Judicial Activity from 2011 to 2014

COAH sought a stay from the New Jersey Supreme Court of the March 8, 2011 deadline the Appellate Division had imposed in its October 2010 decision for the agency to issue new Third Round housing numbers. On January 18, 2011 the Supreme Court granted COAH’s application for a stay, and on March 31, 2011 the Court granted petitions and cross-petitions to all of the various challenges to the Appellate Division’s 2010 decision. However, the Supreme Court did not hear oral argument on the various petitions and cross-petitions until November 14, 2012.

In the meantime, the Supreme Court decided an appeal by the executive branch of the Appellate Division’s decision on March 8, 2012 that prevented the dissolution of COAH under Governor Christie’s Reorganization Plan No. 001-2011. The Supreme Court upheld the lower Court’s ruling, finding that the governor did not have unilateral power to dissolve COAH. The Court found that such action requires the passage of new legislation.

On September 26, 2013, the Supreme Court upheld the Appellate Division decision in In Re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council on Affordable Housing, 215 N.J. 578 (2013), and ordered COAH to prepare the necessary rules. Subsequent delays in COAH’s rule preparation and ensuing litigation led to the New Jersey Supreme Court, on March 14,

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<sup>9</sup> - In Re N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462 (App. Div. 2010).



2014, setting forth a schedule for adoption. COAH approved draft Third Round rules on April 30, 2014. Although ordered by the New Jersey Supreme Court to adopt revised new rules by October 22, 2014, COAH failed to do so.

### March 2015 New Jersey Supreme Court Decision

The failure of COAH to adopt new regulations as ordered by the New Jersey Supreme Court led Fair Share Housing Center (FSHC), as the lead plaintiff, to file a Motion in Aid of Litigant's Rights to compel the government to produce constitutional affordable housing regulations. The New Jersey Supreme Court heard oral arguments on the motion on January 6, 2015. Two months later, on March 10, 2015, the Supreme Court issued its ruling entitled, In Re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015).

The decision provided direction for how New Jersey municipalities were to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve housing plans from COAH to designated Mount Laurel trial judges. If they wished to be protected from exclusionary zoning lawsuits, municipalities were to apply to a Mount Laurel Court instead of COAH. The trial judges, usually with the assistance of an appointed Special Master to the Court, have been reviewing municipal plans much in the same manner as COAH previously did. Those municipalities whose plans are approved by the Court receive a Judgment of Compliance and Repose, the Court equivalent of COAH's substantive certification.

However, the Supreme Court was silent as to how a municipality's fair share obligation was to be calculated. However, as previously noted, Mercer County municipalities are bound by a separate decision rendered by Judge Jacobson. In negotiated settlements since the Supreme Court's decision between many municipalities in the state and FSHC, the affordable housing numbers have tended towards using the Jacobson Methodology because of the thoroughness of the expert testimony and lengthy trial that took place in 2017, as well as the careful weighing of the evidence in Judge Jacobson's 217-page decision. As became clear during the trial, determining new affordable housing numbers was not a simple matter of rerunning the Second Round methodology with Third Round U.S. Census data. Each step in a 32-step process requires a judgement as to how the data and projections are used. Furthermore, the kinds of data gathered by the U.S. Census changed from 1990 to 2000, and then there is the effect or determination of the 2010 U.S. Census in the methodology.

### January 2017 New Jersey Supreme Court Decision

The New Jersey Supreme Court had one additional issue to address before municipalities could complete their plans. On January 17, 2017, the Supreme Court issued its decision In Re Declaratory Judgment Actions Filed by Various Municipalities, County of Ocean, Pursuant to The Supreme Court's Decision in In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1(2015). The Supreme Court found that the "gap period," defined as the period between 1999, which was

the end of the Second Round, and 2015, generated a new construction affordable housing obligation that still existed as of the date of the Present Need calculation. The decision required an expanded definition of municipal “Present Need” beyond its original meaning as substandard housing where low- and moderate-income households lived to include new construction for low- and moderate-income households formed during the gap period that were entitled to their delayed opportunity to seek affordable housing.

Accordingly, any municipal affordable housing obligation is now composed of the following four components:

- Present Need or Rehabilitation share;
- Prior Round Obligation (new construction 1987-1999);
- “Gap” Present Need (new construction 1999 to 2015), part of the Third Round; and
- Prospective Need (new construction in the Third Round from 2015 to 2025).

#### **HOUSING ELEMENT AND FAIR SHARE REQUIREMENTS**

In accordance with the Municipal Land Use Law (*N.J.S.A. 40:55D-1, et seq.*), a municipal Master Plan must include a housing plan element as the foundation for the municipal zoning ordinance (*N.J.S.A. 40:55D-28b (3)*). Pursuant to the FHA, a municipality’s housing element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing. Specifically, *N.J.S.A. 52:27D-310* requires that the housing plan element contain at least the following:

- An inventory of the municipality’s housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;
- A projection of the municipality’s housing stock, including the probable future construction of low- and moderate-income housing, for the next 10 years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development trends;
- An analysis of the municipality’s demographic characteristics, including, but not necessarily limited to, household size, income level, and age;
- An analysis of the existing and probable future employment characteristics of the municipality;

- A determination of the municipality's present and prospective fair share of low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low and moderate income housing; and
- A consideration of the lands most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

This housing plan has been drawn utilizing these master plan components.

### **AFFORDABILITY REQUIREMENTS**

Affordable housing is defined under New Jersey's FHA as a dwelling, either for-sale or rent that is within the financial means of households of low or moderate income as income is measured within each housing region. Hightstown is in COAH's Region 4, which includes Mercer, Monmouth and Ocean Counties. These housing regions were established in the mid-1980s. Moderate-income households are those with incomes exceeding 50% up to 80% of the regional median income. Low-income households are those with annual incomes 50% or less than regional median income. In 2008 the New Jersey Legislature created an additional sub-category of low income – very low-income – which has been defined as households with incomes 30% or less of the regional median income.

The Uniform Housing Affordability Controls ("UHAC") found at *N.J.A.C. 5:80-26.3(d)* and *-(e)*, sets out income limits, maximum rents and maximum sales prices for dwellings to be considered affordable. For example, the maximum rent must be affordable to households that earn no more than 60% of the median income for the region and the average rent must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn no more than 70% of the median income and the average sale price must be affordable to a household that earns no more than 55% of the median income. However, the UHAC rules were not revised to address the very low-income requirements of the 2008 amendments to the Fair Housing Act. Consequently, this Housing Element and Fair Share Plan relies on the amended Fair Housing Act's establishment of the very low-income requirement at the 30% of median maximum and a minimum of 13% of total affordable units.

Regional median income had been defined by COAH annually using HUD income limits, but COAH stopped issuing income limits in 2014. To fill this gap, the Affordable Housing Professionals of New Jersey now publishes regional income limits annually for each housing region in New Jersey, using COAH's formulas. Their use has been approved by many courts in affordable housing decisions. The Borough will use the AHPNJ tables annually (usually in April) to update income limits or if some official agency takes this responsibility back.

Table 1 contains the 2022 income limits for Region 4.

**Table 1. 2022 Income Limits for Region 4**

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household
Median	\$85,831	\$98,092	\$110,354	\$122,615	\$132,425	\$142,234
Moderate	\$68,665	\$78,474	\$88,283	\$98,092	\$105,940	\$113,787
Low	\$42,915	\$49,046	\$55,177	\$61,308	\$66,212	\$71,117
Very Low	\$25,749	\$29,428	\$33,106	\$36,785	\$39,727	\$42,670

Source: Affordable Housing Professionals of New Jersey, April 2022.

Tables 2 and 3 provide illustrative gross rents and sale prices for 2022. The sample rents and sale prices are illustrative and are gross figures, which do not account for the specified utility allowance in the case of rentals, or for homeowner’s association dues in the case of for-sale units.

**Table 2. Illustrative 2022 Maximum Affordable Gross Rents for Region 4**

Household Income Levels (% of Median Income)	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate (60%)	\$1,170	\$1,353	\$1,571
Low (50%)	\$941	\$1,077	\$1,252
Very Low (30%)	\$481	\$526	\$614

Source: Affordable Housing Professionals of New Jersey Affordable Housing General Rent Calculator, April 2022.

**Table 3. Illustrative 2022 Maximum Affordable Sales Prices for Region 4**

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (70%)	\$175,822	\$210,987	\$104,489
Low (50%)	\$125,587	\$150,705	\$174,148
Very Low (30%)	\$75,352	\$90,423	\$90,296

Source: Affordable Housing Professionals of New Jersey Affordable Housing General Sales Price Calculator, April 2022.

## HOUSING CONDITIONS

Table 4 describes the types of housing units found in the Borough. Almost two-thirds of the Borough’s housing units are single-family dwellings, either attached or detached. Two-family units are typically one unit above the other, which is often called a duplex (though in some places the single-family semi-detached dwelling is also called a duplex). Most of the remaining dwellings are located in smaller-scale multi-family developments, with fewer than 20 units.

Almost 60% of units are owner-occupied, and slightly more than one-third are renter-occupied. Of the 6.4% of units that are vacant, almost two-thirds are in two-unit structures.

Demand for homes in the Borough is currently matching and perhaps exceeding supply. (This may be a phenomenon associated with the COVID-19 pandemic, which appears to be precipitating increased demand for housing outside major metropolitan areas.) The 6.4% vacancy rate in the Borough is quite a bit lower than that of the county overall, which is 10.3%, and of the state, which is 10.6%. A check of the website Zillow.com shows that at the beginning of 2022 there were three homes and one vacant lot for sale in the Borough. Realtor.com shows no properties in the Borough currently being sold out of foreclosure, and the website of the Mercer County Sheriff's office shows two properties in the Borough currently subject to a Sheriff's Sale and another two recently sold.

**Table 4. Units in Housing Structure by Tenure, 2019**

Units in Structure	Total Units	%	Owner-Occupied	%	Renter-Occupied	%	Vacant	%
1-unit, detached	1,150	57.6	997	85.9	153	21.7	0	0.0
1-unit, attached	164	8.2	33	2.8	131	18.6	0	0.0
2 family units	98	4.9	0	0.0	17	2.4	81	63.3
3 or 4 units	92	4.6	28	2.4	64	9.1	0	0.0
5 to 9 units	210	10.5	49	4.2	161	22.8	0	0.0
10 to 19 units	211	10.6	54	4.7	180	25.5	47	36.8
20 or more units	70	3.5						
<b>Total</b>	<b>1,995</b>	<b>100.0</b>	<b>1,161</b>	<b>100.0</b>	<b>706</b>	<b>100.0</b>	<b>128</b>	<b>100.0</b>
<b>Percent of Total Units</b>				<b>58.2</b>		<b>35.4</b>		<b>6.4</b>

Source: 2015-2019 American Community Survey 5-Year Estimate (B25032, DP04)

According to the American Community Survey 2015-2019 estimates, the majority of Hightstown's housing stock was constructed prior to 1939, with smaller building booms between 1950 and 1969 – e.g., the post-war housing boom – and between 1980 and 1989, perhaps reflecting construction of the Wyckoff Mills development.

**Table 5. Housing Units by Year Built, 2019**

Year Built	Number of Units	Percent of Units
1939	646	32.4
1940 to 1949	31	1.6
1950 to 1959	292	14.6
1960 to 1969	305	15.3

Year Built	Number of Units	Percent of Units
1970 to 1979	129	6.5
1980 to 1989	353	17.7
1990 to 1999	38	1.9
2000 to 2009	125	6.3
2010 to 2017	76	3.9
<b>Total Housing Units</b>	<b>1,995</b>	<b>100.0</b>

Source: 2015-2019 American Community Survey 5-Year Estimate (Tables DP04, B25036, B25037)

Table 6, Housing Units by Number of Rooms, shows that, of the housing stock in Hightstown Borough, 48% of units have between four and six rooms, 28% of homes have seven or eight rooms, and 9.1% have nine or more rooms. The data from this table indicate that the housing stock in Hightstown is of average size, with a median number of rooms equaling 5.4. Further information on bedroom count details is found in Table 7, Housing Units by Number of Bedrooms.

**Table 6. Housing Units by Number of Rooms, 2019**

Rooms	Number of Units	Percent of Total
1	53	2.7%
2	34	1.7%
3	212	10.6%
4	460	23.1%
5	273	13.7%
6	223	11.2%
7	115	5.8%
8	443	22.2%
9+	182	9.1%
<b>Total</b>	<b>1,995</b>	<b>100.0%</b>
<b>Median</b>	<b>5.4</b>	

Source: 2015-2019 American Community Survey 5-Year Estimate (Table DP04)

The majority of housing units in the Borough – 63% – have either two or three bedrooms, which tracks with the almost 60% of the households in the Borough comprising two or three people. Thus, Borough residents do not appear to be either significantly over-housed or significantly under-housed, and indeed the ACS estimates that there are only 72 households (3.9% of all occupied units) with between 1.0 and 1.5 occupants per room, and no households with more than 1.5 occupants per room. Likewise, very few units qualify as “substandard;” the ACS estimates there are no units with incomplete plumbing and only 18 units with incomplete kitchen facilities.

**Table 7. Housing Units by Number of Bedrooms, 2019**

Number of Bedrooms	Number of Units	Percent of Units
No bedroom	112	5.6%
1 bedroom	273	13.7%
2 bedrooms	621	31.1%
3 bedrooms	636	31.9%
4 bedrooms	345	17.3%
5 or more bedrooms	8	0.4%
<b>Total Housing Units</b>	<b>1,995</b>	<b>100.0%</b>

Source: 2015-2019 American Community Survey 5-Year Estimate (Table DP04)

Table 8, Value of Owner-Occupied Housing Units, shows that the median home value in Hightstown decreased by approximately 1.8% between 2010 and 2019. This is less than the 5.9% decline in median home values in Mercer County overall. The Borough had slightly lower median values than the county in both 2010 (\$288,000 vs. \$309,300) and 2019 (\$282,700 vs. \$291,100). The overall number of owner-occupied units in the Borough decreased from 2010 to 2019, and, reflecting the decline in median value, the percentage of housing units valued between \$200,000 and \$499,999 also decreased, from 89.5% of all owner-occupied units in 2010 to 80.8% of all owner-occupied units in 2019, with the difference being made up by the larger percentage of owner-occupied units (9.6% in 2010 vs. 18.0% in 2019) valued below \$200,000.

Based on the 2021 Illustrative Sales Prices for Affordable Housing, as many as 42 owner-occupied housing units in Hightstown Borough may be affordable to low- or very low-income households, depending on household size and the number of bedrooms in the unit. Approximately 449 additional units (again, depending on household size and the number of bedrooms in the unit), or 38.7% of all owner-occupied units, may be affordable to moderate-income households.

**Table 8. Value of Hightstown Owner-Occupied Housing Units, 2010 and 2019**

Housing Unit Value	2010 Units	Percent	2019 Units	Percent
Less than \$50,000	0	0.0%	0	0.0%
\$50,000 to \$99,999	0	0.0%	0	0.0%
\$100,000 to \$149,999	23	1.8%	53	4.6%
\$150,000 to \$199,999	101	7.8%	156	13.4%
\$200,000 to \$299,999	596	46.1%	432	37.2%
\$300,000 to \$499,999	561	43.4%	506	43.6%



Housing Unit Value	2010 Units	Percent	2019 Units	Percent
\$500,000 to \$999,999	12	0.1%	14	1.2%
\$1,000,000 or more	0	0.0%	0	0.0%
<b>Total</b>	<b>1,293</b>	<b>100.0%</b>	<b>1,161</b>	<b>100.0%</b>
Median Value	\$288,000		\$282,700	

Source: 2006-2010 and 2015-2019 American Community Survey 5-Year Estimates (Table DP04)

Rents in Hightstown Borough generally skew higher than in Mercer County overall, with 42.6% of units in Hightstown renting for more than \$1,500 per month, compared to 32.2% of units in Mercer County renting in that range. The median rent in Hightstown in 2019 was \$1,458, compared to \$1,266 across Mercer County. Despite their being higher than in Mercer County overall, rents in Hightstown Borough are relatively affordable. Based on 2021 Illustrative Rents for Affordable Housing, approximately 95 units, or 13.5% of all rental units in the Borough, may be affordable to very low-income renters, depending on the number of bedrooms being rented. Another approximately 237 units, or 33.6% of all rental units in the Borough, may be affordable to low-income renters, and an additional 115 units, or 16.3% of all rental units in the Borough, may be affordable to moderate-income renters. In total, approximately 447 rental units, or 63.3% of all renter-occupied housing units, may be affordable to low- and moderate-income household, depending on household size and unit size. See Table 9, Gross Rent by Housing Unit in Hightstown and Mercer County, 2019.

**Table 9. Gross Rent by Housing Unit in Hightstown and Mercer County, 2019**

Gross Rent	Units in Hightstown	Percent of Total	Units in Mercer County	Percent of Total
Less than \$500	80	11.3%	4,885	10.2%
\$500 to \$999	32	4.5%	8,881	18.5%
\$1,000 to \$1,499	239	33.9%	17,453	36.4%
\$1,500 to \$1,999	174	24.6%	8,863	18.5%
\$2,000 to \$2,499	63	8.9%	3,957	8.2%
\$2,500 to \$2,999	35	5.0%	1,647	3.4%
\$3,000 or more	33	4.7%	999	2.1%
No cash rent	50	7.1%	1,326	2.8%
<b>Total</b>	<b>706</b>	<b>100.0%</b>	<b>48,011</b>	<b>100.0%</b>
<b>Median Rent</b>	<b>\$1,458</b>		<b>\$1,266</b>	

Sources: 2015-2019 American Community Survey (Table DP04)

Housing is generally considered to be affordable if the costs of rents, mortgages, and other essential costs consume 28% or less of an owner-household's income or 30% or less of a

renter-household’s income. (Homeowner rates are lower to account for the additional home maintenance costs associated with ownership.) In Hightstown Borough, 38.4% of all households are spending more than 30% of their incomes on housing, and almost 60% of those cost-burdened households are renters.

**Table 10. Housing Affordability, 2019**

Monthly Housing Costs as Percent of Income	Owner-Occupied	% of Total	Renter	% of Total	All Occupied	% of Total
Less than 20 Percent	574	49.4%	116	16.4%	690	37.0%
20 to 29 Percent	299	25.8%	112	15.9%	411	22.0%
30 Percent or More	288	24.8%	428	60.6%	716	38.4%
No Cash Rent			50	7.1%	50	2.7%
<b>Total</b>	<b>1,161</b>	<b>100%</b>	<b>706</b>	<b>100%</b>	<b>1,867</b>	<b>100%</b>

Source: 2015-2019 American Community Survey (Table S2503)

In 2019, no housing units were estimated to lack adequate plumbing facilities, and only 18 housing units were estimated to lack complete kitchen facilities. No units, including units constructed prior to 1950, were estimated to have more than one occupant per room. These data can, but do not always, indicate substandard housing stock that needs to be rehabilitated. Overcrowded housing can sometimes be occupied by lower income households who share space to save on housing costs. Anecdotally, fire inspections of commercially owner residential units have uncovered illegally subdivided apartments in Hightstown, which suggests that the American Community survey estimate may be underestimating overcrowding.

**Table 11. Indicators of Housing Deficiency, 2019**

Indicator	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded, and Built Pre-1950
Number of Units	0	18	0

Source: 2015-2019 American Community Survey 5-Year Estimate (Tables DP04; B25050)

**POPULATION CHARACTERISTICS**

The population of Hightstown saw a robust 7.9% increase from 2010 to 2020, larger than the 5.3% increase from 2000-2010 and larger than the increase in Mercer County’s population during the same periods. See Table 12, Population Change.

**Table 12. Population Change 2000 to 2020, Hightstown Borough and Mercer County**

<b>Government</b>	<b>2000</b>	<b>2010</b>	<b>Percent Change</b>	<b>2020</b>	<b>Percent Change</b>	<b>Percent Change, 2000-2020</b>
Hightstown Borough	5,216	5,494	5.3%	5,900	7.4%	13.1%
Mercer County	350,761	366,513	4.5%	387,340	5.7%	10.4%

Source: U.S. Census 2000, 2010, 2020

Between 2010 and 2019, the American Community Survey estimated a 1.8% decrease in the number of Hightstown residents overall, a 16% decline in residents of elementary school age and those of working age. The largest growth was among the cohorts aged 55 through 74, whose population was estimated to grow 62.4% between 2010 and 2019, helping to raise the estimated median age by 5.8%. There were substantial decreases in older-children cohorts, with the 15-19 cohort representing the largest decline (-50.4%). See Table 13, Population Age Cohorts, for additional detail. The change in 15-19 age cohort is puzzling, since in 2010, those individuals would have been 5-9 years old, with 292 people. The ACS has this dropping to 124 people in 2019. While perhaps the majority of adults 18-19 years old left for college, it would still not explain the severe change in this cohort. It may be an artifact of the ACS sampling and the small sample size; the 2020 census data will show a clearer picture. (Note the totals in Table 13 are different than in Table 12 since in the former population age cohorts are estimates rather than counts from the decennial census.)

**Table 13. Population Age Cohorts, 2010 to 2019**

Age Cohort	2010	Percent	2019	Percent	% Change
Under 5	471	8.6%	331	6.2%	-29.7%
5-9	292	5.3%	436	8.1%	49.3%
10-14	393	7.2%	225	4.2%	-42.7%
15-19	250	4.6%	124	2.3%	-50.4%
20-24	345	6.3%	366	6.8%	6.1%
25-34	900	16.4%	852	15.9%	-5.3%
35-44	874	16.0%	854	15.9%	-2.3%
45-54	703	12.8%	570	10.6%	-18.9%
55-59	203	3.7%	411	7.6%	102.5%
60-64	173	3.2%	241	4.5%	39.3%
65-74	389	7.1%	590	11.0%	51.7%
75-84	328	6.0%	228	4.2%	-30.5%
85+	154	2.8%	147	2.7%	-4.5%
Total	5,475	100.0%	5,375	100.0%	
Median Age	36.3		38.4		5.8%

2006-2010 and 2015-2019 American Community Survey 5-Year Estimates (DP05)

## HOUSEHOLD CHARACTERISTICS

A household is defined by the U.S. Census Bureau as those people who occupy a single room or group of rooms constituting a housing unit, who may or may not be related. As a subset of households, a family is identified as a group of people including a householder and one or more people related by blood, marriage or adoption, all living in the same household. In 2019, there were an estimated 1,867 households in Hightstown Borough. Approximately 57.7% of the households are married couples, with or without children. Approximately 11.0% of the Borough’s households are non-family households, which include individuals living alone. See Table 14, [Household Composition](#), for additional detail.

**Table 14. Household Composition, 2019**

Household Type	No. of Households	Percent
<b>Family households</b>	<b>1,719</b>	<b>92.1%</b>
Married-couple family	1,078	57.7%
With own children under 18 years	282	15.1%
Male householder, no spouse present	150	8.0%
With own children under 18 years	22	1.2%
Female householder, no spouse present	491	26.3%
With own children under 18 years	104	5.6%
<b>Nonfamily households</b>	<b>206</b>	<b>11.0%</b>
Householder living alone	150	8.0%
<b>TOTAL HOUSEHOLDS</b>	<b>1,867</b>	<b>100.0%</b>

Source: 2015-2019 American Community Survey 5-Year Estimates (DP02)

#### INCOME CHARACTERISTICS

Households and families in Hightstown have, on average, higher incomes than households in Mercer County. Median income in 2019 in Hightstown was \$104,864 for households and \$114,409 for families; comparable figures for the county were \$79,492 for households and \$107,209 for families. Table 15, Estimated Household Income, further illustrates these findings. The Borough's poverty rates for individuals (10.8%) is lower than the county's individual poverty rate (12.8%), but its poverty rate for families (8.4%) is higher than the county's 7/7% family poverty rate. See Table 16, Individual and Family Poverty Rates, for the comparison.

**Table 15. Estimated Household Income in Hightstown and Mercer County, 2019**

Household Income	Hightstown	Percent	Mercer	Percent
Less than \$10,000	75	4.0%	10,689	8.2%
\$10,000-\$14,999	55	2.9%	4,735	3.6%
\$15,000-\$24,999	118	6.3%	7,839	6.0%
\$25,000-\$34,999	119	6.4%	8,717	6.7%
\$35,000-\$49,999	139	7.4%	10,175	7.8%
\$50,000-\$74,999	253	13.6%	19,976	15.3%
\$75,000-\$99,999	491	26.3%	14,936	11.4%
\$100,000-\$149,999	250	13.4%	22,480	17.2%
\$150,000-\$199,999	129	6.9%	11,792	9.0%
\$200,000+	238	12.7%	19,512	14.9%
<b>Total</b>	<b>1,867</b>	<b>100.0%</b>	<b>130,851</b>	<b>100.0%</b>

Household Income	Hightstown	Percent	Mercer	Percent
Median Income	\$104,864		\$79,492	

Source: 2015-2019 American Community Survey 5-Year Estimates (DP03)

**Table 16. Individual and Family Poverty Rates, 2019**

Jurisdiction	Families	Individuals
Hightstown	8.4%	10.8%
Mercer County	7.7%	12.8%

Source: 2015-2019 American Community Survey 5-Year Estimates (DP03 and S1702)

### EMPLOYMENT CHARACTERISTICS

Table 17, Employed Residents by Civilian Economic Sector, shows the distribution of employment by civilian industry for employed Hightstown Borough residents in 2019. The four industries that employ the largest segments of the population were the education, health and social services industry at 29%; professional, scientific, management, administrative and waste management services at 14.8%; retail trade at 10.9%, and transportation, warehousing and utilities at 8.7%.

**Table 17. Employed Residents by Civilian Economic Sector, 2019**

Industry	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	19	0.7%
Construction	0	0.0%
Manufacturing	199	7.7%
Wholesale Trade	100	3.9%
Retail Trade	282	10.9%
Transportation, Warehousing, and Utilities	225	8.7%
Information	17	0.7%
Financing, Insurance, Real Estate, Renting, and Leasing	222	8.6%
Professional, Scientific, Management, Administrative, and Waste Management Services	383	14.8%
Educational, Health and Social Services	750	29.0%
Arts, Entertainment, Recreation, Accommodation and Food Services	153	5.9%
Other	56	2.2%
Public Administration	180	7.0%
<b>Total</b>	<b>2,586</b>	<b>100.0%</b>

Source: 2015-2019 American Community Survey 5-Year Estimates (DP03)

Table 18, Employed Residents by Occupation, identifies the occupations of employed residents of Hightstown. While Borough residents work in a variety of industries, almost half (45.2%) of employed residents work in management, business, science, and arts and 22.2% are employed in sales and office occupations.

**Table 18. Employed Residents by Occupation, 2019**

Occupation	Number	Percent
Management, Business, Science, Arts	1,168	45.2%
Service	438	16.9%
Sales and Office	573	22.2%
Natural Resources, Construction, Maintenance	22	0.9%
Production, Transportation, Material Moving	385	14.9%
<b>Total</b>	<b>2,586</b>	<b>100.0%</b>

Source: 2015-2019 American Community Survey 5-Year Estimates (DP03)

According to the New Jersey Department of Labor and Workforce Development, between 2010 and 2020, the size of Hightstown’s labor force increased by 23.1%, with the largest year-over-year increase taking place between 2011 and 2012. The Borough’s highest unemployment rates were during 2012 and 2013; however, the 2020 unemployment estimate, reflecting the impact of the first year of the COVID-19 pandemic, rose sharply from previous years to 6.2%. Table 19, Change in Labor Force, illustrates these trends.

**Table 19. Change in Labor Force Since 2010**

Year	Labor Force	Employed	Unemployed	Unemployment Rate
2010	2,874	2,729	145	5.0
2011	3,015	2,865	149	5.0
2012	3,477	3,243	234	6.7
2013	3,471	3,261	210	6.1
2014	3,501	3,330	171	4.9
2015	3,516	3,376	140	4.0
2016	3,529	3,414	115	3.3
2017	3,408	3,303	105	3.1
2018	3,443	3,352	91	2.6
2019	3,537	3,460	77	2.2
2020	3,539	3,320	219	6.2

Source: New Jersey Department of Labor and Workforce Development



In contrast to Table 19 which indicates an estimate of the number of persons employed who are Hightstown residents, Table 20, Covered Employment Estimates in Hightstown and Mercer County, is intended to show how many jobs are available in the municipality – at least those jobs that are “covered” by unemployment insurance. It does not include the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers. In 2010, the number of working-age residents in Hightstown was 57.5% of the number of jobs available in the Borough. By 2019, the most recent year for which census data are available, that relationship had reversed: The workforce was almost 23.1% larger, but the number of jobs within Hightstown Borough had shrunk by almost 35%, and was now almost equal to the number of working-age residents, at least according to the U.S. Census. The difficulty with this statistic is this precipitous drop in employment might have been explained by the Great Recession if it had occurred a few years earlier, since 2010 was generally a time of slowly rising employment gains in the state from the bottom in the prior year. This raises the question of whether the 2010 data includes employers in East Windsor with a Hightstown address that was inaccurately included in the count, or if significant employment was not counted, such as, for example counting the East Windsor Regional High School jobs in East Windsor rather than Hightstown. If the latter, then the 2019 number is suspect. If the data are accurate, Hightstown went from providing 2.3% of all jobs in Mercer County to 1.3% of jobs by 2019. See Table 20, Covered Employment Estimates, for additional detail, but the information presented here should be viewed with some skepticism.

**Table 20. Covered Employment Estimates in Hightstown and Mercer County**

Year	Hightstown	Mercer County	Hightstown as % of Mercer County
2010	5,001	218,871	2.3%
2019	3,261	250,186	1.3%
% change	-34.8%	14.3%	-43.5%

Source: onthemap.ces.census.gov

The type of employment in Hightstown Borough is spread across a wide variety of industries. Retail trade jobs represented the largest concentration of employment in the Borough, at 18.2% of total jobs, with the next closest category, Professional/Technical, representing another 11.6% of jobs. Again, the data are problematic. Table 21, presumably using similar techniques used to produce Table 20, finds covered employment to be a little over 7,000 people in 2019. That would mean the Borough has an employed resident to jobs imbalance of 1:2.75. Typically, one would have to have large industrial and office parks to achieve that kind of mismatch between the employed population base and number of jobs and Hightstown simply does not have that kind of land use pattern. The most likely reason, again, is the inclusion of employers with Hightstown addresses who are located in East Windsor. Table 21, Covered Employment by Industry Sector, 2019, should perhaps be viewed as the types of jobs in Hightstown and portions of East Windsor.

Table 21. Covered Employment by Industry Sector, 2019

Category	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
PRIVATE SECTOR							
Agriculture	.	.	.	.	.	.	.
Construction	59	64	77	81	68	\$65,561	\$1,261
Manufacturing	562	580	629	635	598	\$85,990	\$1,654
Wholesale Trade	.	.	.	.	.	.	.
Retail Trade	1,260	1,284	1,279	1,399	1,289	\$24,973	\$480
Transportation/Warehouse	93	95	83	76	90	\$46,896	\$902
Information	341	334	317	326	330	\$107,619	\$2,070
Finance/Insurance	293	246	237	234	257	\$98,573	\$1,896
Real Estate	107	116	135	102	115	\$43,955	\$845
Professional/Technical	793	821	823	849	818	\$89,949	\$1,730
Management	.	.	.	.	.	.	.
Admin/Waste Remediation	390	373	367	347	365	\$47,279	\$909
Education	.	.	.	.	.	.	.
Health/Social	707	847	873	810	789	\$41,676	\$801
Arts/Entertainment	151	154	157	160	163	\$11,651	\$224
Accommodations/Food	751	778	745	732	755	\$18,878	\$363
Other Services	350	342	300	358	342	\$24,836	\$478
Unclassified	27	27	29	40	29	\$57,244	\$1,101
Subtotal/Average	6,698	6,875	6,850	6,868	6,823	\$56,179	\$1,080
PUBLIC SECTOR							
Federal Government	3	3	3	3	3	\$62,529	\$1,202
State Government	75	76	72	71	74	\$102,530	\$1,972
Local Government	175	175	181	176	181	\$66,377	\$1,276
Subtotal/Average	253	254	256	250	253	\$77,145	\$1,484
Total Covered Employment	6,951	7,129	7,106	7,118	7,076		

Source: New Jersey Department of Labor, Quarterly Census of Employment and Wages

As Table 22, Journey to Work, below shows, 70.3% of Hightstown’s employed residents drive to work alone, the same percentage as for Mercer County and only slightly lower than the 71.0% of New Jersey workers overall who drive alone to work. The relatively high percentage of residents driving to work alone is consistent with a town embedded in a suburban land use pattern and other auto-centric employment centers in the region around the Borough. (Note that the numbers in this table are American Community Survey estimates and are different than those from the New Jersey Department of Labor.)

**Table 22. Journey to Work, 2019**

Mode	Hightstown Borough	Mercer County	New Jersey
Drive Alone	1,796	121,386	3,137,002
Carpool	277	18,062	348,602
Transit	29	13,306	510,746
Walk	155	7,582	118,774
Other	176	2,082	88,520
Work at Home	123	10,368	217,410
Total	2,556	172,786	4,421,054

Source: 2015-2019 American Community Survey: Selected Economic Characteristics (DP03)

Approximately 8.7% of households in Hightstown Borough have no vehicle, and 39.4% have one vehicle, suggesting that, since the number of one-car households far exceeds the 8.0% of Borough residents who live alone, many of the 34.3% of Borough households that are single-parent households may also have one vehicle. See Table 23, Available Vehicles by Household.

**Table 23. Available Vehicles by Household, 2019**

Vehicles	Number	Percent
None	162	8.7%
One	735	39.4%
Two	562	30.1%
Three +	408	21.9%
Total	1,867	100%

Source: 2015-2019 American Community Survey: Selected Housing Characteristics (DP04)

The most common single commuting destination of employed residents of Hightstown is Hightstown itself (7.1%), followed by workers commuting to neighboring South Brunswick (5.9%) and East Windsor (5.5%). The availability of express bus service to Manhattan allows 5.1% of Borough residents to commute to New York. As shown in Table 24, Top Ten Commuting Destinations for Hightstown Residents below, the majority of top employment destinations for residents are within Mercer and Middlesex Counties. (Note again that these numbers are from the census Center for Economic Studies survey and are different than those from the American Community Survey.)

**Table 24. Top Ten Commuting Destinations for Hightstown Residents, 2019**

Destination	Jobs	Percent
Hightstown Borough	225	7.1%
South Brunswick Township	188	5.9%
East Windsor Township	174	5.5%
Manhattan Borough, NY	162	5.1%

Destination	Jobs	Percent
Cranbury Township	142	4.5%
Hamilton Township	139	4.4%
Monroe Township	117	3.7%
West Windsor Township	106	3.3%
Plainsboro Township	97	3.1%
Edison Township	96	3.0%
All Other Locations	1,727	54.4%
Total	3,173	100.0%

Source: US Census, Center for Economic Studies, Longitudinal Employer-Household Dynamics, 2019

### POPULATION PROJECTIONS

The Delaware Valley Regional Planning Commission (DVRPC), the Metropolitan Planning Organization area that includes Hightstown Borough as well as the remainder of Mercer County, published population and employment projections for the year 2040. DVRPC projects that the Borough’s population and employment will increase by 2.4% and 2.5%, respectively, from 2010 to 2040. As Table 25, Population, Household and Employment Projections shows, these rates are lower than for the county as a whole, in part reflecting the Borough’s comparatively built-out status with limited room for either residential or employment growth compared to elsewhere in the County. However, comparing DVRPC’s projection to the 2020 census count indicates that the Borough has already exceeded the projection for 2040 at 5,900 persons (see Table 12), and the County at 387,340 persons is approaching the 2040 projection.

**Table 25. Population, Household, and Employment Projections, 2010 to 2040**

	Hightstown Borough			Mercer County		
	2010	2040	% Change	2010	2040	% Change
Population	5,494	5,624	2.4%	366,513	390,730	6.6%
Employment	2,654	2,721	2.5%	266,672	286,087	7.3%

Source: Delaware Valley Regional Planning Commission, 2012

The Fair Housing Act requires that housing plans include a 10-year projection of new housing units based on the number of certificates of occupancy, development applications approved, probable developments, as well as other indicators deemed appropriate (*N.J.S.A. 52:27D-310.b*). Annual certificate of occupancy issuance for residential construction in Hightstown Borough during the years 2000 through 2020 averaged approximately 6.5 units. However, these certificates of occupancy do not represent net new housing units in Hightstown. In addition to the average 6.5 certificates of occupancy issued per year, an average 4.5 demolition

permits have been issued from 2000 to 2020. As a result, the average net new units per year is 2.0 in Hightstown.

Based on trends over the past 20 years, Hightstown could expect to see approximately 10 net new housing units by the year 2032; however, approved and anticipated development with and without units from this housing plan is expected to increase this number substantially. See Table 26, Housing Projections to 2032.

**Table 26. Housing Projections to 2032**

Year	Certificates of Occupancy Issued	Demolition Permits Issued	Net New Housing Units
2000	24	0	24
2001	5	0	5
2002	17	0	17
2003	14	1	13
2004	1	12	-11
2005	7	1	6
2006	18	0	18
2007	6	0	6
2008	14	2	12
2009	6	0	6
2010	8	3	5
2011	3	0	3
2012	1	0	1
2013	1	2	-1
2014	1	5	-4
2015	1	0	1
2016	0	68	-68
2017	1	0	1
2018	6	0	6
2019	0	0	
2020	3	0	3
<b>Total</b>	<b>137</b>	<b>94</b>	<b>43</b>
<b>Average per Year</b>	<b>6.5</b>	<b>4.5</b>	<b>2.0</b>
<b>10-Year Housing Projection to 2032*</b>	<b>17</b>	<b>7</b>	<b>10</b>

Source: NJDCA Construction Reporter, Demolition Permits Yearly Summary data, and Housing Units Certified.

\* Based on 10-year period 2011-2020; excludes 2016 demolition permits as outlier year

Based on historical trends alone, Hightstown could expect to see as few as 10 net new housing units by the year 2032. The redevelopment of the Rug Mill property on Bank Street, by an affiliate of the PRC Group, will generate an additional 387 units, and the sites proposed in Table 33 in this plan for rezoning or redevelopment for inclusionary development or 100% affordable housing development, if they develop at the proposed density, could generate as many as 318 more housing units in total, for a potential grand total of 715 new housing units. With about 2,000 housing units today, this represents an increase of nearly 36% over the next ten years in the number of dwellings, if fully realized.

#### **CONSIDERATION OF LANDS SUITABLE FOR AFFORDABLE HOUSING**

According to Rowan University's NJ MAP land cover analysis, 92.2% of the Borough is currently classified as developed or urbanized. The next highest percentage of land use is Peddie Lake, which accounts for just 3.1% of Borough lands, and stream preservation/open space along the Rocky Brook accounts for much of the remainder.

The Hightstown Water Department supplies public drinking water to the entire Borough. With the exception of lands that are considered environmentally sensitive, the entire Borough is within Mercer County's sewer service area and virtually every lot has sewer service available. Sewage is treated at the Borough's Advanced Wastewater Treatment Facility in the northwest corner of the Borough.

Although the lands in the Borough are largely already developed, the Affordable Housing Subcommittee of the Borough's Planning Board has carefully sought to identify lands that might be able to generate affordable housing through rezoning or adoption or modification of a redevelopment plan. The properties included in this Housing Element and Fair Share Plan represent those that, in the opinion of the Subcommittee, show the greatest potential for developing new affordable units.

## FAIR SHARE PLAN

### HIGHTSTOWN AFFORDABLE HOUSING OBLIGATION

There are three components to a municipality's affordable housing obligation: the Rehabilitation share, or Present Need, the Prior Round obligation, and the Third Round obligation.

The Jacobson<sup>10</sup> methodology for calculating fair share need is binding on participating Mercer County municipalities; thus, according to those calculations, Hightstown has a Rehabilitation share of 39 units; a Prior Round obligation of 38 units; and a Third Round obligation of 68 units. As previously stated, the Third Round includes both the Gap Present Need and Prospective or Future Need categories.

As is obvious, the Borough is largely developed, which constrains the opportunity to produce new affordable housing. For this reason, the Borough had originally considered petitioning for approval of a Vacant Land Adjustment, which allows a municipality to calculate what is known as its Realistic Development Potential, or RDP. A municipality's RDP represents the number of affordable units that can reasonably be constructed on undeveloped parcels greater than a certain size. Should a development receive approval on a parcel not originally included in the Vacant Land Analysis, the parcel gets added to the Vacant Land Analysis and the number of potential affordable units that development would be able to produce is added to the RDP. Thus, while Hightstown originally may have been able to lower its Third Round obligation through the Vacant Land Analysis process, the approval of the redevelopment of the former Rug Mill in the Borough, with the residential units it will provide, pushed the RDP above what the Borough's unadjusted obligation would be under the Jacobson methodology.

In addition, a municipality may petition to lower its Rehabilitation obligation by conducting an external conditions survey of every residence in the Borough, calculating the percentage of homes that, based on inspection, are in need of rehabilitation of at least one major system, and then multiplying the resulting number of units by a factor promulgated by COAH that estimates how many substandard units are likely to be occupied by low- and moderate-income households. While the Borough had originally thought to take advantage of this opportunity, the multiplier that municipalities in Mercer County must use to estimate the percentage of substandard units occupied by low- or moderate-income households is high, so this approach is unlikely to bear fruit in reducing the rehabilitation share. Consequently, the Borough accepts the numbers established in the Jacobson methodology.

Table 27 summarizes the Borough's three-part affordable housing obligation absent any adjustments.

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<sup>10</sup> - *ibid.*



**Table 27. Hightstown Affordable Housing Allocation, Third Round Summary**

<b>Affordable Housing Component</b>	<b>Number</b>
Rehabilitation Share	39
Prior Round Obligation*	38
Third Round Obligation	68
<b>Total Obligation</b>	<b>145</b>

Sources: Econsult, Statewide and Municipal Obligations Under Jacobson Opinion, March 28, 2018; Council on Affordable Housing Municipal Low & Moderate Income Housing Need, October 11, 1993.

\* Hightstown has an employment adjustment of seven units not reflected in COAH’s numbers, which lowers the Prior Round Obligation from 45 to 38 units.

### Rehabilitation Obligation

The rehabilitation obligation can be defined as an estimate of the number of deteriorated housing units existing in Hightstown Borough that are occupied by low- and moderate-income households. The Borough’s Third Round rehabilitation obligation is 39 units.

### Prior Round Obligation

The Prior Round obligation can be defined as the cumulative 1987 through 1999 new construction affordable housing obligation. This time period corresponds to the First and Second Rounds of affordable housing. Calculation of the Prior Round obligation follows the New Jersey Supreme Court’s 2013 decision affirming the validity of the Prior Round obligation. Hightstown’s Prior Round obligation is 38 units/credits as previously calculated by COAH. There is in fact an adjustment to this number as the figure in published accounts does not take into account an adjustment in the Borough’s employment numbers from the First Round where employment in East Windsor was incorrectly attributed to Hightstown based on street address.

### Third Round Obligation

The estimated demand for affordable housing includes the “gap” portion of the Third Round that had already passed by the time of the New Jersey Supreme Court’s decision setting the present course of action (1999-2015), as well as a projection 10 years into the future starting in July 2015 (2015-2025). The 10-year period is derived from the Fair Housing Act that, when amended in 2001, required the projection be for this length of time (*N.J.S.A. 52:27D-310*). The court-approved methodology calculates Hightstown’s Gap Present Need at 39 units and Prospective Need at 29 units for a total Third Round new construction obligation of 68 units/credits.

## REHABILITATION SHARE

*N.J.A.C. 5:93-5.2(b)* identifies the purpose of a rehabilitation program as the renovation of deficient housing units occupied by low- and moderate-income households. Deficient housing units are those “with health and safety code violations that require the repair or replacement of a major system,” including “weatherization, a roof, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems) and/or a load-bearing structural system.”

Through its Housing Rehabilitation Program, Mercer County offers assistance to income-eligible homeowners for home repairs and improvements that address safety, health and/or municipal code violations. The program takes advantage of funds provided by the United States Department of Housing & Urban Development (HUD) as part of the HOME Investment Partnerships Program. Funds are provided in the form of an interest-free deferred loan, which is due in full upon transfer of title to the property. All municipalities in the County are eligible to participate in the program, and indicate their interest in doing so via resolution. The Borough’s adopted resolution of participation may be found in Appendix B. The County reports that since April 2010, however, that no units in Hightstown have been rehabilitated using County HOME funds.

Renter-occupied units constitute more than one-third of the dwellings in Hightstown. More than 40 percent of those, or an estimated 284, are single family detached and townhouses/row houses. Another 81 are two to four-unit buildings and 161 five to nine-unit buildings. Historically, these rental properties are ones most likely to be owned by small landlord businesses with limited resources. Affordable housing rules indicate that rehabilitation programs need to address both owner-occupied and renter-occupied dwellings. Consequently, the Borough will sign a separate agreement with its Administrative Agent, Community, Grants, Planning and Housing (CGP&H), to establish a rehabilitation program for renter-occupied units to provide assistance to landlords. This will require resources from the affordable housing trust fund as they become available. The Borough will direct owners of owner-occupied units to the County program because of limited funds. The draft agreement with CGP&H and the draft operating manual for the program may be found in Appendix B.

Funds that rehabilitate for-sale units will be considered a 0% interest loan, for which no repayments are required until the owner transfers title to the property. The loan is recorded as a mortgage, and the homeowner signs a promissory note, creating a perpetual lien on the property that is removed when title changes and the loan is repaid. Any loan proceeds will be recycled into future loans to eligible homeowners.

Rental units that are rehabilitated will have 10-year affordability controls imposed on them.

## PRIOR ROUND OBLIGATION

Hightstown’s Prior Round obligation, after accounting for an adjustment in its employment numbers, is 38 units. The formulas in Table 28 represent additional requirements pursuant to *N.J.A.C. 5:93-5.14* and *N.J.A.C. 5:93-5.15*:

**Table 28. Hightstown Prior Round Formulas**

Minimum Rental Units = 10 units

.25 (Prior Round obligation – 20% cap – 1000 unit cap) =  
 .25 (38 – 0 – 0) = .25 (38) = 9.5 units, rounded up to 10 units

Minimum Low-Income Units = 14 units

.50 (all constructed units) = .50 (28) = 14 units.

Maximum Rental Bonus Credits = 10 units

No more than the minimum rental obligation = 10 units

Maximum Senior Units = 9 Units

.25 (Prior Round obligation) = .25 (38) = 9.5 units, rounded down to 9 units

Hightstown has partially satisfied its Prior Round obligation with 13 units and 10 associated rental bonuses for a total of 23 credits, as shown in Table 29. The existing units being claimed satisfy all of the formula obligations above with the exception of the minimum number of low-income units: The Borough is providing 10 rental units and no age-restricted units. While the Borough has been able to claim all available rental bonuses, it must still provide 15 more affordable units, including six low-income units, above what is already available. The Borough’s efforts to do this are discussed below under **Remaining Obligation**. In satisfying a municipal obligation, there is some leeway in moving units around to the best advantage of the municipality so that units built in the Third Round may be used in the Prior Round. That is what is occurring in Table 29, in order to maximize the number of rental bonus credits that may be used.

**Table 29. Credits Towards Hightstown’s 38-Unit Prior Round Obligation.**

Housing Mechanism	Rental	For-Sale	Bonus	Total
Holly House (Bl 59/Lt 5.02) – Alternative Living Facility; existing	10	0	10; maximum permitted	20
Spring Crest Group Home (Bl. 55/Lot 4) – Alternative Living Facility; existing	3	0	0	3
<b>Total Prior Round: 38-unit Obligation</b>	<b>13</b>	<b>0</b>	<b>10</b>	<b>23</b>
<b>To Be Satisfied</b>				<b>15 units</b>

Of the 38 needed credits in the Prior Round, 28 need to be actual constructed units. Of this number, 14 are required to be low income; eight are low income, five from Holly House units and all three of the Spring Crest units.<sup>11</sup>

<sup>11</sup> - Income levels on some units still need to be verified through crediting documentation.

ALTERNATIVE LIVING ARRANGEMENTS-PRIOR ROUND

**Holly House**

Holly House (114 Dey Street; Block 59, Lot 5.02; see letter C on the Affordable Housing Sites Map on p. 37) was until the end of 2012 a 10-bedroom Class C boarding home. The facility was first deed-restricted at the end of 1992. The property was sold in 2008 and the new owner opted not to extend the affordability controls. However, the Borough may claim 10 affordable units and 10 associated rental bonuses for the Prior Round for this residential building. Documentation of controls on the Holly House units may be found in Appendix C.

**Spring Crest Group Home**

The Spring Crest Group Home, also known as the Hightstown Group Home, is a three-bedroom facility at 114 Spring Crest Drive (Block 55, Lot 4; see letter E on the Affordable Housing Sites Map on p. 37). It was purchased in 1987 by the Center for Innovative Family Achievements, which organization was bought by SERV in 1996. SERV continues to own and operate the facility. The group home originally had 20-year affordability controls that expired in 2007, and in 2013 the Borough executed an agreement with SERV to impose new controls for another 20 years. The Borough is claiming three credits for the three bedrooms (credit for group homes is by the bedroom) in the Prior Round, and three units with three associated rental bonus credits for the extension of controls on the facility in the Third Round. A special-needs facility survey, a current license, and the extension of controls deed restriction may be found in Appendix D.

**THIRD ROUND OBLIGATION**

As previously indicated, the Borough’s Third Round obligation is 68 units, including a 39-unit “Gap Present Need” obligation and a 29-unit “Prospective Need” obligation.

The formulas in Table 30 represent the compliance requirements pursuant to *N.J.A.C. 5:93-5.14*, *N.J.A.C. 5:93-5.15*, and the New Jersey Fair Housing Act:

**Table 30. Hightstown Third Round Formulas**

Minimum Rental Obligation = 17 units

$$.25 \text{ (obligation)} = .25 (68) = 17 \text{ units}$$

Maximum Rental Bonus = 17 units

No more than the minimum rental obligation = 17 units

Minimum Family Rental Units = 9 units

$$.50 \text{ (Third Round minimum rental obligation)} = .50 (17) = 8.5 \text{ units, rounded up to 9 units}$$

Maximum Senior Units = 17 units

$$.25 \text{ (obligation)} = .25 (68) = 17 \text{ units}$$

Minimum Total Family Units = 26 units

$$.50 \text{ (obligation – rental bonuses)} = .50 (68-17) = .50(51) = 25.5 \text{ units, rounded up to 26 units}$$

Minimum Low-Income = 26 units

.50 (all constructed units) = .50 (51) = 25.5 units, rounded up to 26 units

Minimum Very Low-Income Units = 11 units

.13 (affordable units approved and constructed or to be constructed after mid-2008) = .13 (82) = 10.66 units; rounded up to 11 units

Minimum Very Low-Income Family Rental Units = 6 units

.50 (required very low-income units) = .50 (11) = 5.5 units, rounded up to 6 units

Hightstown has partially satisfied its Third Round obligation with 21 existing, approved and proposed units and 15 of 17 permitted associated rental bonuses for a total of 36 credits, as shown in Table 31. The existing units being claimed satisfy some but not all of the formula obligations listed in Table 30, as follows:

- The Borough is providing 15 rental units, the majority of which are non-family units, so it will be required to provide six more family rental units in order to comply with both the minimum rental obligation and the minimum family rental obligation. As a result it is only able to claim 15 of 17 available rental bonuses, but reserves the right to claim the remaining two bonuses when it has a firm commitment for the development of at least two additional affordable family rental units;
- The Borough is providing nine total family units and will need to provide the opportunity for 17 more;
- The Borough is not claiming any age-restricted units;
- The Borough is providing 13 low-income units, and will need to provide the opportunity for 14 more;
- The Borough is providing three very low-income units, and will need to provide the opportunity for eight more in order to satisfy both the very low-income requirement and the very low-income family requirement. These units also count toward the required low-income total.

The Borough's efforts to meet these obligations are discussed below under the heading **Remaining Obligation**.

**Table 31. Credits Towards Hightstown’s 68-Unit Third Round Obligation.**

Housing Mechanism	Rental	For-Sale	Bonus	Total
Habitat for Humanity – 100% affordable family for-sale; scattered sites; existing, approved and proposed		6		6
Spring Crest Group Home (Bl 55/Lt 4) – alternative living facility; existing	3		3	6
Randolph Boarding Home (Bl 38/Lt 1) – alternative living facility; existing	9		9	18
William Street (Bl 13/Lt 24.02) – inclusionary family rentals; existing	3		3	6
<b>Total Third Round: 68-unit Obligation</b>	<b>15</b>	<b>6</b>	<b>15</b>	<b>36</b>
<b>To Be Satisfied</b>				<b>32 units</b>

Of the 68 needed credits in the Third Round, 51 need to be actual constructed units, assuming that all of the rental bonus credits can eventually be achieved. Of this number, 26 are required to be low income; 13 are low-income (one Habitat unit, three Spring Crest group home bedrooms, seven Randolph Street Boarding Home bedrooms, and two William Street units), of which all three of the Spring Crest units also count as very low-income units with controls imposed after 2008.<sup>12</sup> These projects are described below:

100% AFFORDABLE FAMILY FOR-SALE – EXISTING, APPROVED, AND PROPOSED – THIRD ROUND

**Habitat for Humanity**

For almost 15 years the Borough has worked with the local chapter of Habitat for Humanity to create homeownership opportunities for low- and moderate-income households. The Borough is claiming credit for the following six units, which are in varying stages of completion by Habitat for Humanity as noted below:

250 Academy Street. (Block 40, Lot 28 – see letter B on the Affordable Housing Sites Map on page 37) – one unit, completed: The Borough purchased this property out of foreclosure in 2009 and sold it to Habitat for Humanity, which constructed an affordable single-family home. A deed restriction of at least 30 years was imposed on the unit in 2010. CGP&H, the Borough’s designated affordable housing administrative agent, administers the unit and reports it is a three-bedroom, low-income unit, which received its certificate of occupancy in 2010.

226, 228, 230, and 232 Academy Street. (Block 40, Lots 22, 23 and 24, now consolidated and re-subdivided as Lots 22.01, 22.02, 22.03 and 22.04; 224, 226, 230 and 232 Academy Street – see letter B on the Affordable Housing Sites Map on page 37) – four units, approved and/or constructed. In 2011, Habitat for Humanity received Planning Board approval to construct two duplex residences on these lots, for a total of four affordable

<sup>12</sup> - Income levels on some units still need to be verified through crediting documentation.

units. In 2012 the Borough authorized the transfer of \$200,000 in affordable housing trust funds to facilitate the units' construction. The unit at 232 Academy Street, which CGP&H notes is a three-bedroom unit, had a deed restriction imposed in November 2021 and notes the unit is affordable to a moderate-income buyer. The unit at 230 Academy Street, also a moderate-income unit, was transferred to a qualified purchaser in March 2022. Construction has not yet started on the units at 226 and 228 Academy Street.

207 Grant Avenue (Block 34, Lot 4.02 – see no. 9 on the Affordable Housing Sites Map on page 37) – one unit proposed. The Borough and Habitat for Humanity separately report that this 0.23-acre vacant lot will be donated to the non-profit. As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- Site Control (availability). The site has no known title defects or deed restrictions that preclude development of affordable housing.
- Suitability. The lot has approximately 77 feet of frontage on Grant Avenue, one block north of County Route 537 (Stockton Street) and a short distance from Academy Street, close to the Borough's downtown. It is in the Borough's R-3 zoning district, which permits single-family dwellings on lots at least 75 feet wide and 100 feet deep. The lot is currently vacant.
- State Plan. Development of the site is consistent with the SDRP and the rules and regulations of all agencies with jurisdiction over the site. The site is located in a smart-growth planning area. The adopted 2001 State Plan designates the site as being located in the Suburban Planning Area, PA 2, where infill redevelopment is encouraged.
- Adequate Sewer and Water (developability). The site is located in a sewer service area and a public water area. Water and sewer have been installed along Grant Avenue. A letter from the Borough Engineer, Carmela Roberts, PE CME, dated March 18, 2022, indicates that existing water and sewer conveyance systems can accommodate the additional unit from this site.
- Approvability. Development of the site can be accomplished consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The site is not within jurisdiction of a regional planning agency or CAFRA. The site is within the Borough's Historic District and would undergo review and recommendation to the Planning Board as part of site plan review.
- Environmental Constraints and Regulations. The site will comply with all applicable environmental regulations. The site contains no steep slopes, wetlands, stream corridors, flood hazard areas, or known environmental contamination that could prevent construction of an affordable single-family home.



In addition to site suitability, the developer of the affordable housing project will be required to meet the applicable requirements of UHAC:

- Administrative Entity. The Borough will require that CGP&H, the Borough's Administrative Agent, administer the initial sale and any resale of any affordable unit developed on the site, as required by Article 28-17 of the Borough Code as well as state regulation, including affirmatively marketing the unit, income-qualifying potential buyers, imposition of minimum 30-year affordability controls on the unit, and long-term administration of the unit in accordance with rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Affirmative Marketing. The affordable unit will be affirmatively marketed in accordance with *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. As noted, the affordable unit will have minimum 30-year affordability controls.

Documentation for all Habitat for Humanity units may be found in Appendix E.

#### INCLUSIONARY FAMILY RENTALS – THIRD ROUND

##### **132C, 132E and 132F William Street**

In 2017 the property at Block 13, Lot 24.02 (letter A on the Affordable Housing Sites Map on page 37) was developed with six apartments, three of which have 30-year affordability controls imposed on them. Of the three, two two-bedroom units are designated as low-income units and one three-bedroom unit is designated as a moderate-income unit. The three units are administered by CGP&H, the Borough's affordable housing Administrative Agent.

#### ALTERNATIVE LIVING FACILITIES – THIRD ROUND

##### **Spring Crest Group Home**

As noted above under Prior Round, the Borough is claiming three credits and three associated rental bonuses for the extension of controls executed between the Borough and SERV for SERV's three-bedroom group home at 114 Spring Crest Drive. Please see the Prior Round description for additional information.

##### **Randolph Street Boarding Home**

This is an existing Class A boarding facility at 278 Academy Street (Block 38, Lots 1 and 2 – see letter D on the Affordable Housing Sites Map on page 37), with nine income-restricted bedrooms: two designated for moderate-income households and seven for low-income households. The units were deed-restricted for 30 years beginning in 2017, in return for a payment to the owner of \$111,000 from the Borough's affordable housing trust fund. The Borough is claiming credit for nine units plus nine associated rental bonuses from this facility. The deed restriction may be found in Appendix F.



**REMAINING OBLIGATION**

The Borough acknowledges that it has not yet fully met its Prior Round or Third Round affordable housing obligations. Table 32 below summarizes the obligations yet to be satisfied.

**Table 32. Hightstown’s Remaining Obligation**

<b>Requirement</b>	<b>Obligation</b>	<b>Provided</b>	<b>Remaining</b>
<b>Prior Round Total</b>	<b>38</b>	<b>23</b>	<b>15</b>
<i>Prior Round Low-Income Units</i>	14	8	6
<b>Third Round Total</b>	<b>68</b>	<b>36</b>	<b>32*</b>
<i>Third Round Rental Units</i>	17	15	2
<i>Third Round Family Rental Units</i>	9	3	6
<i>Third Round Family Units</i>	26	9	17
<i>Third Round Low-Income Units</i>	26	12	14
<b>Very Low-Income Units Since 2008</b>	<b>11</b>	<b>3</b>	<b>8</b>
<i>Very Low-Income Family Units Since 2008</i>	6	0	6
<b>Total Units Required</b>	<b>106</b>	<b>59</b>	<b>47</b>

\* - Two of these may be satisfied by rental bonuses as soon as the Borough has a firm commitment for the development of affordable family rental units.

In addition to the specific water and sewer conveyance information noted with each site, a letter dated March 18, 2022 from the Borough Engineer, Carmela Roberts, PE, CME, indicates that there is sufficient water supply and sewer treatment capacity to accommodate all the proposed inclusionary developments listed below. Following are the proposed means to satisfy the remaining obligations of the allocated affordable housing numbers in Hightstown.

**Inclusionary Zoning**

The Affordable Housing Subcommittee of the Borough’s Planning Board has examined opportunities throughout the Borough for the provision of additional affordable housing. Table 33 below lists the properties the Subcommittee believes offer the greatest opportunity for development or redevelopment in a manner that would provide affordable units on an inclusionary basis – that is, as part of a larger development that also includes market-rate housing units. Typically, the percentage of affordable units in a development project ranges from 15% to 20%, but sometimes higher if particular incentives or outside governmental programs can be tapped. In this document, 20% is assumed. Each of the sites is discussed in greater detail below. As Table 33 demonstrates, the Subcommittee believes the Borough has sufficient opportunity via these properties to satisfy its entire Prior Round and Third Round obligations, even if some of the proposed sites do not eventually generate the anticipated number of affordable units. With the adoption of this document, the Planning Board recommends the proposed rezoning of following the sites to permit the residential density

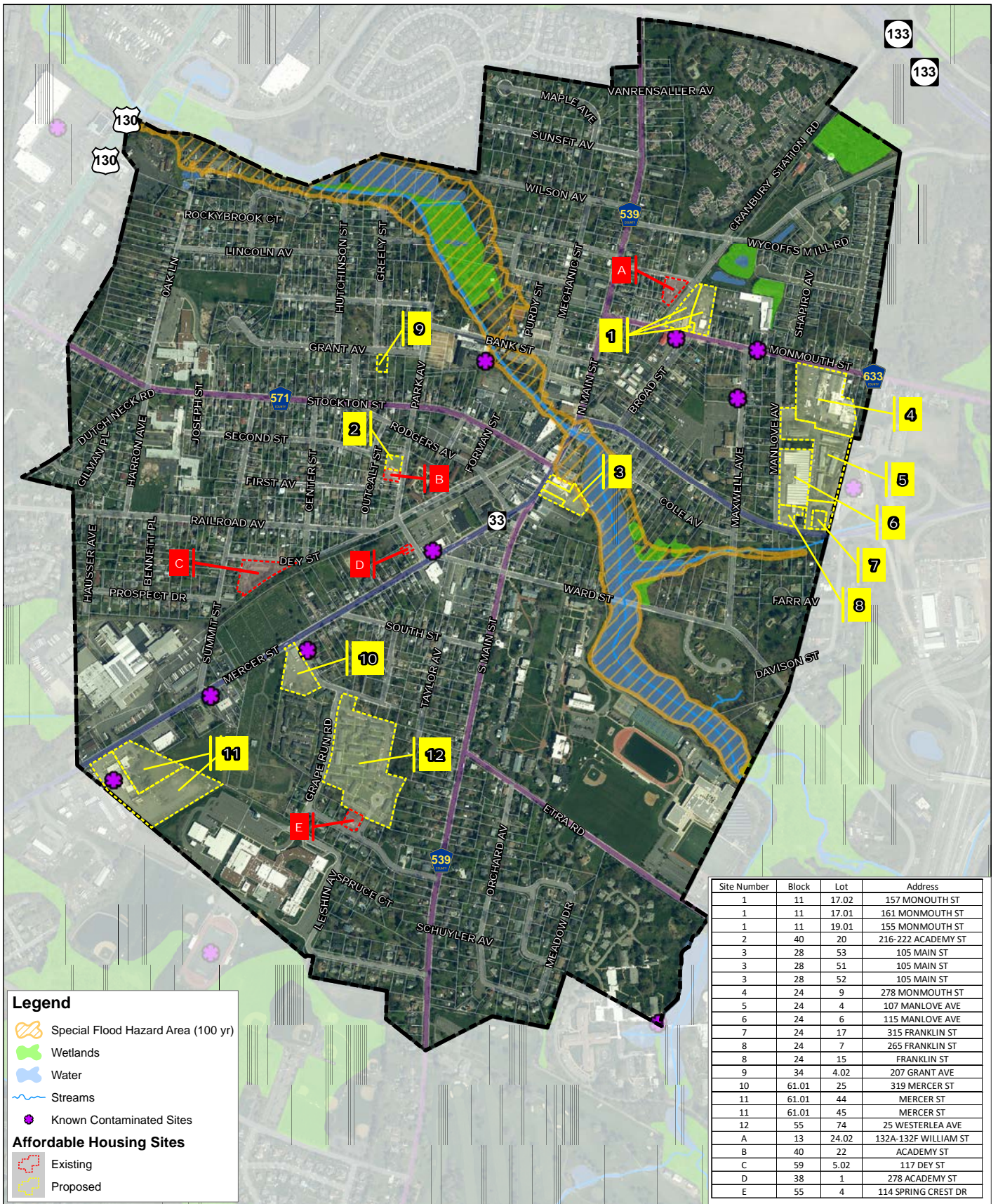
and mandatory set-aside noted in the table. More information about each site is set forth following Table 33.

**Table 33. Potential Inclusionary Affordable Housing Sites in Hightstown**

Site No.*	Address Block and Lot	Gross Acreage	Developable Acreage	Total Potential New Units	Minimum Affordable Units at 20%	Total Feasible New Affordable Units
1	<b>Broad and Monmouth Streets</b> Block 11, Lots 17.01, 17.02, and 19.01	2.15	2.15	25.80 @ 12 units/acre	5.16	5
2	<b>216-222 Academy Street</b> Block 40, Lot 20	0.28	0.28	3.34 @ 12 units/acre	0.67	1
3	<b>105 Main Street</b> Block 28, Lots 51, 52, and 53	1.33	1.33	54.00	10.80	11
4	<b>278 Monmouth Street</b> Block 24, Lot 9	4.18	4.18	58.52 @ 14 units/acre	11.70	12
5,6,7	<b>115 Manlove Avenue and 315 Franklin Street</b> Block 24, Lots 6 and 17 (lot 5 not included in calculation)	2.76	2.76	38.64 @ 14 units/acre	7.73	8
8	<b>265 Franklin Street</b> Block 24, Lot 7	0.34	0.34	4.76 @ 14 units/acre	0.95	1
8	<b>Franklin Street</b> Block 24, Lot 15	0.4	0.4	5.60 @ 14 units/acre	1.12	1
10	<b>319 Mercer Street</b> Block 61.01, Lot 25	1.5	1.5	21.00 @ 14 units/acre	4.20	4
11	<b>415 Mercer Street</b> Block 61.01, Lots 44 and 45	5.0	5.0; may be less (see below)	60.00 @ 12 units/acre	12.00	12
12	<b>25 Westerlea Avenue</b> Block 55, Lot 74	8.4	8.4	44.88 @ 18 units/acre	8.98	9
<b>Total Potential Affordable Units</b>						<b>64</b>
<b>Surplus Above 47-Unit Unsatisfied Obligation</b>						<b>17</b>

\* Site numbers in this table and the narrative below refer to the map on the next page.





**Legend**

- Special Flood Hazard Area (100 yr)
- Wetlands
- Water
- Streams
- Known Contaminated Sites

**Affordable Housing Sites**

- Existing
- Proposed

Site Number	Block	Lot	Address
1	11	17.02	157 MONMOUTH ST
1	11	17.01	161 MONMOUTH ST
1	11	19.01	155 MONMOUTH ST
2	40	20	216-222 ACADEMY ST
3	28	53	105 MAIN ST
3	28	51	105 MAIN ST
3	28	52	105 MAIN ST
4	24	9	278 MONMOUTH ST
5	24	4	107 MANLOVE AVE
6	24	6	115 MANLOVE AVE
7	24	17	315 FRANKLIN ST
8	24	7	265 FRANKLIN ST
8	24	15	FRANKLIN ST
9	34	4.02	207 GRANT AVE
10	61.01	25	319 MERCER ST
11	61.01	44	MERCER ST
11	61.01	45	MERCER ST
12	55	74	25 WESTERLEA AVE
A	13	24.02	132A-132F WILLIAM ST
B	40	22	ACADEMY ST
C	59	5.02	117 DEY ST
D	38	1	278 ACADEMY ST
E	55	4	114 SPRING CREST DR



**Clarke Caton Hintz** ● ● ■  
 Architecture  
 Planning  
 Landscape Architecture

# Affordable Housing Sites

LOCATION:  
 Hightstown Borough, Mercer County, NJ

DATE:  
 March 8, 2022



***Broad and Monmouth Streets*** (Block 11, Lots 17.01, 17.02, 19.01; site #1): These three lots, totaling 2.15 acres on the north side of Monmouth Street east of Cranbury Station Road where Broad Street dead-ends, currently house low-density automotive-oriented uses, but are adjacent to residential uses. The Borough is proposing to rezone the lots for inclusionary residential development at a density of 12 units per acre with a 20% affordable housing set-aside, which could produce five affordable units.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- Site Control (availability). The lots have no known title defects or deed restrictions that preclude development of affordable housing.
- Suitability. The lots have adequate frontage on Monmouth Street, which is County Route 633, and Cranbury Station Road. Across Cranbury Station Road are townhouses and low-rise apartments, and across Monmouth Street are low-rise commercial establishments. The lots are currently part of the DTG, Downtown Gateway, zoning district, which permits single-family and duplex residences as well as apartments above or behind commercial uses. The lots are adjacent to the R-3 single-family zoning district to the east on Monmouth Street; the AA Active Adult Age-Restricted Single-Family zoning district to the north; and the R-4 single-family and R-PMF Planned Multi-Family residential districts across Cranbury Station Road. The R-PMF district includes the existing affordable units on William Street.
- State Plan. Development of the site is consistent with the SDRP and the rules and regulations of all agencies with jurisdiction over the site. The site is located in a smart-growth planning area. The adopted 2001 State Plan designates the site as being located in the Suburban Planning Area, PA 2, where infill redevelopment is encouraged.
- Adequate Sewer and Water (developability). The site is located in a sewer service area and a public water area. Water and sewer have been installed along Monmouth Street and Cranbury Station Road. Adequate water and sewer has been determined to exist for this site by the Borough Engineer.
- Approvability. Development of the site can be accomplished consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The site is not within jurisdiction of a regional planning agency or CAFRA, or within the Borough's Historic District.
- Environmental Constraints and Regulations. Any inclusionary development will comply with all applicable environmental regulations. The lots contain no steep slopes, wetlands, stream corridors, flood hazard areas, or known environmental contamination that could prevent their development as contemplated.

In addition to site suitability, the developer of the affordable housing project will be required to meet the applicable requirements of UHAC:

- Administrative Entity. The Borough will require that the residential developer engage an administrative agent, as required by Article 28-17 of the Borough Code as well as state regulation, to administer and affirmatively market the units at the development, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. As noted, the affordable units will have minimum 30-year affordability controls.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.

**216-222 Academy Street** (Block 40, Lot 20; site #2): There are existing approvals for development of four units on this vacant lot, currently owned by Ordonez Realty. The approvals require one of the four units to be affordable. To date construction has not started, but the Borough is relying on the future development to produce one affordable unit. A letter from the Borough Engineer, Carmela Roberts, PE, CME, dated March 18, 2022 indicates that existing water and sewer conveyance systems can accommodate the additional four units from this site.

**Wells Fargo, 105 Main Street** (Block 28, Lots 51, 52 and 53; site #3): The Borough has been approached by a developer with a proposal to construct 54 residential units above retail/commercial on this 1.33-acre site. The site is in the DTC Downtown Core zoning district, and the lots are designated to be included in a future expansion of Sub-Area 3 of the Borough's adopted 2004 Main Street Redevelopment Plan. If development is subject to the Redevelopment Plan, the affordable housing set-aside will be determined through negotiation with the designated redeveloper. For purposes of this housing plan, the set-aside has been calculated at 20%, for a yield of 11 affordable family rental units. The affordable units must be provided on-site.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- Site Control (availability). The site has no known title defects or deed restrictions that preclude development of affordable housing.
- Suitability. The site is currently occupied by the former Wells Fargo Bank building and associated parking. It has adequate frontage on Main Street, which is state Route 33, and it backs up to Peddie Lake. Adjacent to the site and across Main Street are two- and three-story buildings with retail and commercial space on the ground floor and apartments and offices above. As noted above, the site is currently in the Downtown Core zoning district, which permits apartments above ground-floor commercial uses.
- State Plan. Development of the site is consistent with the SDRP and the rules and regulations of all agencies with jurisdiction over the site. The site is located in a smart-growth planning area. The adopted 2001 State Plan designates the site as being located in the Suburban Planning Area, PA 2, where infill redevelopment is encouraged.
- Adequate Sewer and Water (developability). The site is located in a sewer service area and a public water area. Water and sewer have been installed along Main Street. A letter from the Borough Engineer indicates that existing water and sewer conveyance systems can accommodate the additional 54 units from this site.
- Approvability. Development of the site can be accomplished consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The site is not within jurisdiction of a regional planning agency or CAFRA, or within the Borough's Historic District.
- Environmental Constraints and Regulations. The site will comply with all applicable environmental regulations. The site contains no steep slopes, wetlands, or known environmental contamination that could prevent its development with the proposed housing project. It is next to Peddie Lake, however, and development will need to adhere to any flood hazard or stream encroachment regulations pertaining to its location.

In addition to site suitability, the developer of the redevelopment project will be required to meet the applicable requirements of UHAC:

- Administrative Entity. The Borough will require that the residential developer engage an administrative agent, as required by Article 28-17 of the Borough Code as well as state regulation, to administer and affirmatively market the units at the development, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*

- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. As noted, the affordable units will have minimum 30-year affordability controls.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.

**319 Mercer Street** (Block 61.01, lot 25; site #10): This 1.5-acre lot is the site of the Tornquist Garage, which appears not to be operational. The Borough is proposing to rezone the property for inclusionary residential development at a density of 14 units per acre with a 20% affordable housing set-aside, which could produce four affordable units. In addition, the association that manages the adjacent Cedar Hill Cemetery has expressed interest in selling a small parcel adjacent to Lot 25, which would allow for greater frontage along Mercer Street and a more regular lot shape. Should that transpire, the resulting larger lot may yield one more affordable unit, which has not been included in the total potential yield for this property.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- Site Control (availability). The lot has no known title defects or deed restrictions that preclude development of affordable housing.
- Suitability. The lot has adequate frontage on Mercer Street, which is State Route 33. The lot and the gas station across Grape Run Road are both zoned HC-Highway Commercial, but the lot is otherwise surrounded by various residential zoning districts. To its west and across Route 33 are portions of the Cedar Hill Cemetery, respectively part of the R-1 and R-4 residential zoning districts, and behind the lot are the Westerlea and Deerfield apartments, zoned R-MF, Residential Multi-Family.
- State Plan. Development of the site is consistent with the SDRP and the rules and regulations of all agencies with jurisdiction over the site. The site is located in a smart-growth planning area. The adopted 2001 State Plan designates the site as being located in the Suburban Planning Area, PA 2, where infill redevelopment is encouraged.

- Adequate Sewer and Water (developability). The site is located in a sewer service area and a public water area. Water and sewer have been installed along Mercer Street. A letter from the Borough Engineer, Carmela Roberts, PE CME, dated March 18, 2022, indicates that existing water and sewer conveyance systems can accommodate the additional 21 units from this lot. The lot will need to connect to the water main on Mercer Street.
- Approvability. Development of the site can be accomplished consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The site is not within jurisdiction of a regional planning agency or CAFRA, or within the Borough's Historic District.
- Environmental Constraints and Regulations. The site will comply with all applicable environmental regulations. The site contains no steep slopes, wetlands, stream corridors, flood hazard areas, or known environmental contamination that could prevent its development as contemplated.

In addition to site suitability, the developer of the affordable housing project will be required to meet the applicable requirements of UHAC:

- Administrative Entity. The Borough will require that the residential developer engage an administrative agent, as required by Article 28-17 of the Borough Code as well as state regulation, to administer and affirmatively market the units at the development, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. As noted, the affordable units will have minimum 30-year affordability controls.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.

**415 Mercer Street** (Block 61.01, Lots 44 and 45; site #11): These lots, totaling five acres at the very southwestern edge of the Borough, comprise the former Lucas Electric site, currently being used by an automotive-oriented retail business and the Borough Police Department. The Borough is in the process of relocating the Police Department, and is proposing to rezone the property for inclusionary residential development at a density of



12 units per acre with a 20% affordable housing set-aside, which could produce 12 affordable units.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- Site Control (availability). The lots have no known title defects or deed restrictions that preclude development of affordable housing.
- Suitability. The lots has adequate frontage on Mercer Street, which is State Route 33. The lots are currently zoned HC, Highway Commercial, as are neighboring properties on both sides of Mercer Street. The rear of the lots borders R-1 single-family zoning district.
- State Plan. Development of the site is consistent with the SDRP and the rules and regulations of all agencies with jurisdiction over the site. The site is located in a smart-growth planning area. The adopted 2001 State Plan designates the site as being located in the Suburban Planning Area, PA 2, where infill redevelopment is encouraged.
- Adequate Sewer and Water (developability). The site is located in a sewer service area and a public water area. Water and sewer have been installed along Mercer Street. A letter from the Borough Engineer, Carmela Roberts, PE CME, dated March 18, 2022 indicates that existing water and sewer conveyance systems can accommodate the additional 60 units from these lots.
- Approvability. Development of the site can be accomplished consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The site is not within jurisdiction of a regional planning agency or CAFRA, or within the Borough's Historic District.
- Environmental Constraints and Regulations. The site will comply with all applicable environmental regulations. The site contains no steep slopes, wetlands, stream corridors, or flood hazard areas, that could prevent the site producing affordable housing. However, there is a small area of known groundwater contamination toward the front of Lot 45. While any actual development is envisioned to take place on the rear portion of the lot, the extent of contamination may hinder development of affordable units on the site.

In addition to site suitability, the developer of the affordable housing project will be required to meet the applicable requirements of UHAC:

- Administrative Entity. The Borough will require that the residential developer engage an administrative agent, as required by Article 28-17 of the Borough Code

- as well as state regulation, to administer and affirmatively market the units at the development, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
  - Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
  - Controls on Affordability. As noted, the affordable units will have minimum 30-year affordability controls.
  - Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.

25 *Westerlea Avenue* (Block 55, Lot 74; site #12): These 8.4 acres are the site of the Westerlea Apartments, currently developed at a density of just over 12 units per acre. The Borough is proposing to amend its existing R-MF zone, which includes the Westerlea Apartments, to permit increased density as a conditional use on the site. This would give the owner of the apartments the option to construct additional apartments by adding on to existing buildings, up to an overall density of 18 units per acre. This could potentially produce 45 new apartments. Should the owner opt to do this, the amended zoning would require a 20% affordable housing set-aside, which could produce nine affordable units. Should a 20% set-aside on just the new units prove infeasible for the owner, a 15% set-aside, which is permitted by Borough ordinance for inclusionary rental development, could produce six or seven affordable units. The owner could choose to deed-restrict the requisite number of older units, providing the opportunity to charge full market rent for all of the newly constructed units.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- Site Control (availability). It is anticipated that the current owner of the existing Westerlea Apartments would take advantage of the conditional-use provisions.
- Suitability. The property has access to Route 33 via Westerlea Avenue and Grape Run Road, and access to Main Street via Spring Crest Drive. The property is currently zoned R-MF, which permits multi-family residential development at a maximum density of 12 units per acre.

- State Plan. Development of the site is consistent with the SDRP and the rules and regulations of all agencies with jurisdiction over the site. The site is located in a smart-growth planning area. The adopted 2001 State Plan designates the site as being located in the Suburban Planning Area, PA 2, where infill redevelopment is encouraged.
- Adequate Sewer and Water (developability). The site currently has water and sewer service and the Borough Engineer has determined that the existing water and sewer conveyance systems can accommodate the additional 45 units from this site.
- Approvability. Development of the site can be accomplished consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The site is not within jurisdiction of a regional planning agency or CAFRA, or within the Borough's Historic District.
- Environmental Constraints and Regulations. The site will comply with all applicable environmental regulations. The site contains no steep slopes, wetlands, stream corridors, flood hazard areas, or known environmental contamination that could prevent its development as contemplated.

In addition to site suitability, the developer of the affordable housing project will be required to meet the applicable requirements of UHAC:

- Administrative Entity. The Borough will require the residential developer to engage an administrative agent, as required by Article 28-17 of the Borough Code as well as state regulation, to administer and affirmatively market the units at the development, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. As noted, the affordable units will have minimum 30-year affordability controls.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.

**Eastern Downtown Gateway** (sites #4 thru #8). This area comprises several lots that could be rezoned to encourage development or else could be studied to determine if they

collectively meet the criteria for an area in need of redevelopment designation and subsequent redevelopment plan. The concept is to rezone all these lots into a single inclusionary residential zone permitting commercial/retail uses along Franklin Street and residential development above and behind the commercial/retail uses at a density of 14 units per acre with a 20% affordable housing set-aside. In the alternative, adopt a redevelopment plan for the lots that would enable similar development, depending on the interest of the landowners. A total of 21 affordable units could be produced at the acreage and densities proposed. The area includes the following properties:

115 Manlove Avenue and 315 Franklin Street (Block 24, Lots 6 and 17): These lots comprise the Comisky Nurseries property. Lot 6, the larger lot, is zoned R-MF, Residential Multi-Family, and Lot 17, which has frontage on Franklin Street, is zoned DTG, Downtown Gateway, which permits single-family and duplex residences and apartments above or behind commercial uses. At the proposed density of 14 units per acre, these two lots could produce eight affordable units.

265 Franklin Street (Block 24, Lot 7): This lot, currently zoned Downtown Gateway, contains a small single-family residence, used as rental property. At the proposed density of 14 units per acre, this lot could yield one affordable unit.

278 Monmouth Street (Block 24, Lot 9): This lot, currently zoned R-MF, Residential Multi-Family, houses the Empire Antiques business. At the proposed density of 14 units per acre, this property could produce 12 affordable units.

Franklin Street (Block 24, Lot 15): This is a U-shaped lot, currently vacant, that surrounds Lot 7 (above) on three sides. It is also zoned Downtown Gateway. At the proposed density of 14 units per acre, this property could produce one affordable unit.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, these lots meet these criteria.

- Site Control (availability). The lots have no known title defects or deed restrictions that preclude development of affordable housing.
- Suitability. The lots have adequate frontage on Franklin Street, which is state Route 33, Manlove Avenue and Monmouth Street.
- State Plan. Development of the lots is consistent with the SDRP and the rules and regulations of all agencies with jurisdiction over them. The lots are located in a smart-growth planning area. The adopted 2001 State Plan designates them as being located in the Suburban Planning Area, PA 2, where infill redevelopment is encouraged.

- Adequate Sewer and Water (developability). The lots are located in a sewer service area and a public water area. Water and sewer have been installed along most street frontages. A letter from the Borough Engineer, Carmela Roberts, PE CME, dated March 18, 2022 indicates the following:
  - For all lots, the water system may not currently be able to provide adequate fire flow. Fire flow tests will be required, and an upgrade may be necessary.
  - It is not clear how the property at 315 Franklin and the U-shaped vacant lot on Franklin Street are provided sanitary sewer service, if they are provided today, and an extension of the sewer main may be required in order to provide sewer service to these lots, if it is lacking today.
  - In order to provide sewer service to the lot at 265 Franklin Street, an extension of the sewer main must be constructed and connected to the existing main on Manlove Avenue.
- Approvability. Development of the lots can be accomplished consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The site is not within jurisdiction of a regional planning agency or CAFRA, or within the Borough's Historic District.
- Environmental Constraints and Regulations. Development will comply with all applicable environmental regulations. The lots contain no steep slopes, wetlands, stream corridors, flood hazard areas, or known environmental contamination that could prevent their development as contemplated.

In addition to site suitability, the developer of the affordable housing project will be required to meet the applicable requirements of UHAC:

- Administrative Entity. The Borough will require that any residential developer engage an administrative agent, as required by Article 28-17 of the Borough Code as well as state regulation, to administer and affirmatively market the units at the development, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*

- Controls on Affordability. As noted, the affordable units will have minimum 30-year affordability controls.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.

### Other Potential Sites for Future Consideration

132 Maxwell Avenue (Block 27, Lot 38): It was the Subcommittee’s opinion that even at a residential density of six units per acre, which is the minimum density for triggering an affordable housing set-aside, the development intensity would be too high for this 0.59-acre vacant site. However, it is included because of its potential to support a single-family unit or duplex, should an affordable housing developer such as Habitat for Humanity be interested.

107 Manlove Avenue (Block 24, Lot 4): This is the site of the Townhouse Gardens Apartments, currently zoned R-MF, Residential Multi-Family, and developed at a density of 14 units per acre. The Affordable Housing Subcommittee believes there is an opportunity to develop this area of the Borough into a residential and local retail center, and that 14 residential units per acre is an appropriate density. Therefore, this plan has not projected any additional units to be developed on the Townhouse Gardens site but has included it as an “anchor” site in the hope of sparking inclusionary residential development on the various lots around it listed above. The Townhouse Gardens Apartments property and those in the Eastern Downtown Gateway total 11.42 acres.

### Mandatory Set-Aside

In 2019 the Borough voluntarily adopted a mandatory affordable housing set-aside ordinance as part of its Affordable Housing Ordinance, §28-17 of the Borough Code (see Appendix K), which requires all new housing developments to set aside as affordable 15% of new units developed if the units are to be rental units, and 20% of new units developed if the units are to be for-sale units. For assisted-living units, the required set-aside is 10%. In cases where the set-aside calculation does not result in a full integer, the developer may round the set-aside up to the nearest full integer and set aside that number of units as affordable; or, if the partial integer is less than 0.5, the developer may round the set-aside down and provide a fractional payment in lieu of construction for the partial unit, which will be deposited into the Borough’s affordable housing trust fund. Exempted from the set-aside requirement are individual single-family and duplex construction if not part of a larger development, and new residential units developed in a redevelopment area, where the set-aside is permitted to be negotiated as part of the redevelopment agreement.

### VERY LOW-INCOME UNITS

Pursuant to the 2008 amendments to the FHA, P.L. 2008, c.46 (codified as N.J.S.A. 52:27D-329.1), municipalities must provide units affordable to very low-income households equal to

13% of all affordable units approved and constructed after July 1, 2008. If all of the above-listed potential affordable housing sites yield the projected number of affordable units, the Borough’s very low-income requirement from existing and proposed units would be as follows:

**Table 34. Hightstown’s Very Low-Income Obligation**

Affordable Housing Site	Total Affordable Units Post-2008	Very Low-Income Units Required	Very Low-Income Units Provided or to be Provided
Spring Crest Group Home	N/A	N/A	3
Habitat for Humanity	6	0.78	0
William Street	3	0.39	0
Randolph Boarding Home	9	1.17	0
216-222 Academy Street	1	0.13	0
105 Main Street	11	1.43	1
Broad and Monmouth Streets	5	0.65	1
319 Mercer Street	4	0.52	0
415 Mercer Street	12	1.56	2
25 Westerlea Avenue	9	1.17	1
115 Manlove Avenue and 315 Franklin Street	8	1.04	1
265 Franklin Street	1	0.13	0
278 Monmouth Street	12	1.56	2
Franklin Street	1	0.13	0
<b>Totals</b>	<b>82</b>	<b>10.66, rounded up to 11</b>	<b>11</b>
<b>Total Family Very Low-Income Units</b>		<b>6</b>	

To the degree that the above-listed proposed compliance mechanisms produce family units, the very low-income units included would also help to satisfy the six-unit family very low-income requirement (50% of required very low-income units). In accordance with Chapter 28-17-16, the Borough will ensure that, as part of any development or redevelopment agreement that includes the development of affordable housing, 13% of all affordable units will be deed-restricted as available to households earning 30% or less of area median income. In addition, the Borough, depending on the level of affordable housing fees obtained, may allocate funds in its Spending Plan to incentivize small-scale developers to provide additional very low-income units, the individual payments for which will be the subject of a developer’s or redeveloper’s agreement.



## **COST GENERATION**

The relevant land-use provisions of the Borough Code been reviewed to determine if there are unnecessary cost-generating standards, and the Borough has not identified any that could be characterized in that manner. Development applications containing affordable housing will be reviewed for consistency with the relevant portions of the Borough Code, Residential Site Improvement Standards (*N.J.A.C. 5:21-1 et seq.*), the Municipal Land Use Law (*N.J.S.A. 40:55D-40.1 through -40.7*), and the mandate of the FHA regarding unnecessary cost-generating features. Hightstown will comply with *N.J.A.C. 5:93-10.1(a)*, procedures for development applications containing affordable housing, *N.J.A.C. 5:93-10.1(b)*, and requirements for special studies and escrow accounts where an application contains affordable housing (*N.J.A.C. 5:93-10.3*).

## **AFFORDABLE HOUSING ORDINANCE, MUNICIPAL HOUSING LIAISON, ADMINISTRATIVE AGENT, AND AFFIRMATIVE MARKETING**

In 2019, the Borough adopted an Affordable Housing Ordinance in accordance with *N.J.A.C. 5:80-26.1 et seq.*, which may be found in Appendix K. This ordinance governs the creation, administration, and occupancy of affordable units, the required low- and moderate-income set-asides; and outlines eligibility requirements and occupancy standards. Since UHAC predates the very low-income requirements established in mid-2008, the Affordable Housing Ordinance includes a modification that addresses the amended Fair Housing Act in this regard.

In 2008 the Borough established in Subsection 2-25 of the Borough Code the position of Municipal Housing Liaison and enumerated the responsibilities of the position. The Borough will yearly appoint by resolution a Borough employee as the Municipal Housing Liaison. The resolution may be found in Appendix L.

As noted above, the Borough has retained the services of CGP&H, an experienced and qualified Affordable Housing Administrative Agent, to provide general Administrative Agent services for the Borough. The executed agreement may be found in Appendix L.

The Borough has prepared an Affirmative Marketing Plan for all current and future affordable units in the Borough that require affirmative marketing. Each developer of new inclusionary development will be required to submit an Affordable Housing Plan in accordance with Chapter 28-17-4. This will include the affirmative marketing plan meeting the requirements of *N.J.A.C. 5:93-11.1* and the Borough's Code at 28-17-16. The costs of the Affordable Housing Plan are the responsibility of the developers/owners of affordable units. The Borough's Affirmative Marketing Plan may be found in Appendix L.

## **DEVELOPMENT FEE ORDINANCE**

Hightstown Borough first adopted a development fee ordinance in 2004, and most recently amended it in 2021 (see Appendix K). It may be found in the Borough Code at §26-10. The funds from the collection of fees have been utilized in accordance with all applicable



regulations, and will continue to be utilized henceforth as provided for in the Spending Plan accompanying this Housing Element and Fair Share Plan.

#### **AFFORDABLE HOUSING TRUST FUND**

As of December 31, 2022, the Borough had a balance of approximately \$72,221.21 in its affordable housing trust fund. Since the fund's inception the Borough has collected \$462,534.46 in development fees and interest, and expended \$30,000 in affordability assistance, \$273,818 in housing activity, and \$86,495.25 in administrative expenditures. The Spending Plan accompanying this Housing Element and Fair Share Plan is based on the reconciled account through December 31, 2022. Upon approval of the Borough's Spending Plan by the Borough Council, annual trust fund monitoring reports will be posted on the Borough's website.

#### **SPENDING PLAN**

The Borough's Spending Plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance with *N.J.A.C. 5:93-5.1(c)* and is included as Appendix M to this Plan. All collected revenues are placed in the Borough's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Spending Plan. In general, the Borough anticipates using the funds for its rehabilitation obligation, for rental assistance, and to render units affordable to very low-income households in accordance with this housing plan. In addition to these primary uses of Affordable Housing Trust Fund monies, the Spending Plan may determine that the following needs have been identified to facilitate the implementation of the housing plan and may be so modified from time to time or at any time:

- New construction;
- Purchase of land for low- and moderate-income housing;
- Improvement of land to be used for low- and moderate-income housing;
- Extensions and/or improvements of roads and infrastructure to low- and moderate-income housing sites;
- Administration of the implementation of the Housing Element and Fair Share Plan.

At least 30% of development fees and interest collected must be used to provide affordability assistance to low- and moderate-income households in affordable units included in a municipal Fair Share Plan and for the creation of very low-income units. Additionally, no more than 20% of the revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a rehabilitation program, a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program.

The adoption of the Borough’s Spending Plan will constitute a “commitment” for expenditure per the FHA at *N.J.S.A. 52:27D-329.2* and *-329.3*, with a four-year time period for expenditure that will start with the entry of the Superior Court’s Judgment of Compliance and Repose. The draft Spending Plan and Affordability Assistance manual may be found in Appendix M.

## CONCLUSION

The Borough of Hightstown has consistently demonstrated good-faith efforts to create affordable units in the Borough, despite a shortage of open, developable land for new residential development. This plan establishes the mechanisms by which the Borough proposes to discharge its Rehabilitation, Prior Round and Third Round obligations as calculated by the Jacobson methodology.

As part of the implementation of this Housing Element and Fair Share Plan, the Borough will appoint a Municipal Housing Liaison, and will execute an agreement with CGP&H or another qualified Administrative Agent to administer a municipal rehabilitation program.

APPENDIX A  
PLANNING BOARD  
RESOLUTION OF ADOPTION  
GOVERNING BODY  
RESOLUTION OF  
ENDORSEMENT

TO BE PROVIDED AFTER ADOPTION

# APPENDIX B

# REHABILITATION PROGRAM DOCUMENTATION

RESOLUTION OF PARTICIPATION IN MERCER COUNTY HOME IMPROVEMENT PROGRAM AND  
MUNICIPAL REHABILITATION PROGRAM OPERATING MANUAL TO BE PROVIDED SEPARATELY

## **HOUSING REHABILITATION PROCESS**

- Step 1.** Application is processed and eligibility is determined.
- Step 2.** Once eligible an Audit/Inspection is conducted.
- Step 3.** Specifications are prepared.
- Step 4.** Homeowner agrees and signs specifications.
- Step 5.** **Homeowner solicits at minimum three (3) estimates from General Contractors who must meet the program requirements. A list of contractor requirements will be provided prior to soliciting bids. The estimates must include all the work outlined in the specifications drafted by the Housing Inspector and approved by the Homeowner. Homeowners will be given sixty (60) days to obtain estimates.**
- Step 6.** Bids are received and reviewed. The lowest responsible bidder is chosen. **The homeowner along with assistance from Housing staff will choose the lowest responsible contractor.**
- Step 7.** Meeting is conducted with Homeowner and Contractor to discuss Homeowner Agreement & Construction Contract.
- Step 8.** Homeowner signs Agreement, Mortgage, and Note. **Contractor signs Construction Contract.**
- Step 9.** Contractor is provided with a letter to proceed.
- Step 10.** Housing Inspector conducts mid-point inspection of work. Partial payment may be provided once Homeowner and Housing Inspector agree to the work completed.
- Step 11.** Homeowner and Housing Inspector approve final inspection.
- Step 12.** Final payment is made to Contractor.
- Step 13.** Mortgage is recorded.

**Mercer County**  
**Housing and Community Development**  
**Home Rehabilitation Assistance Program**

**General Directions**

1. Complete and return the enclosed application. All applications will be processed on a first come first served basis. **All documentation must be current within six (6) months of receiving assistance.** Resubmission of documentation may be required to maintain eligibility.
2. **DO NOT** submit your original documents with the application (Copies only).
3. INCLUDE THE FOLLOWING INFORMATION WITH YOUR COMPLETED APPLICATION FOR ALL PERSONS LIVING IN YOUR HOME:
  - A. Proof of Current Homeowner's Insurance Declaration Page.
  - B. Proof of Income: Recent Pay Stubs, current Social Security benefits, Pension Award Letter, Income Tax Return. Banking statements: Checking/Savings/Investment Account statements – any interest-bearing accounts. Proof of income must be provided for everyone in household that is eighteen (18) years or older.
  - C. Proof of that Property Taxes are current (schedule of payments) Can be provided by your local municipality.
  - D. A zero (0) income statement for any household member fifteen (15) years and older who cannot provide proof of income.
  - E. Proof of Ownership (Deed or Tax Bill)

If you have any questions, or need assistance completing the application, please contact:

Mercer County Housing and Community Development  
640 S. Broad St. – Room 109  
Trenton, NJ 08650  
(609) 989-6877  
(609) 989-0306  
E-mail: [housing@mercercounty.org](mailto:housing@mercercounty.org)

**Mercer County**  
**Housing and Community Development**  
**Home Rehabilitation Assistance Program**

**General Directions**

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(609) 989-6877  
(609) 989-0306  
E-mail: [housing@mercercounty.org](mailto:housing@mercercounty.org)

# APPENDIX C

## HOLLY HOUSE DOCUMENTATION

ORIGINAL DEED RESTRICTION TO BE PROVIDED SEPARATELY



# APPENDIX D

# SPRING CREST GROUP HOME DOCUMENTATION

ORIGINAL DEED RESTRICTION TO BE PROVIDED SEPARATELY

# Resolution 2012-200

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**A RESOLUTION AUTHORIZING THE BOROUGH OF HIGHTSTOWN TO ENTER INTO AN AGREEMENT WITH “THE HIGHTSTOWN GROUP HOME” FOR THE EXPENDITURE OF AFFORDABLE HOUSING TRUST FUNDS IN ORDER TO FACILITATE THE CONTINUATION OF AFFORDABLE HOUSING UNITS WITHIN THE BOROUGH**

**WHEREAS**, the Borough of Hightstown (the “Borough”) petitioned the Council on Affordable Housing (“COAH”) for substantive certification of its housing element and fair share plan in 2005; and

**WHEREAS**, the Borough has previously adopted Ordinance(s) authorizing the imposition and collection of development fees in connection with certain new residential and non-residential construction in the Borough, which funds were to be deposited into an Affordable Housing Trust Fund (also referenced as the “Trust Fund”); and

**WHEREAS**, the monies collected and deposited into the Trust Fund were intended to be utilized in order to facilitate the construction and/or rehabilitation of affordable units within the Borough; and

**WHEREAS**, COAH has previously approved the Borough’s Development Fees Ordinance(s); and

**WHEREAS**, to date, the Borough has collected in excess of \$400,000 in development fees; and

**WHEREAS**, as of December 31, 2011, the balance of funds on deposit in the Trust Fund was \$395,881.73; and

**WHEREAS**, the Borough has previously approved a Spending Plan concerning the Borough’s intentions with regard to the expenditure of the funds on deposit in the Trust Fund, in an effort to facilitate the construction and/or rehabilitation of affordable housing units within the Borough; and

**WHEREAS**, following the Borough Council’s approval of the proposed Spending Plan, the Borough forwarded the same to COAH on or about December 30, 2008 seeking COAH’s formal review and approval of the same; and

**WHEREAS**, notwithstanding the good faith filing of the Spending Plan with COAH at that time by the Borough, COAH has never formally taken any action with regard to the Borough’s Spending Plan; and

**WHEREAS**, during the years which have elapsed since the initial filing of the Borough’s Spending Plan with COAH, the Borough’s intentions with respect to the expenditure of the funds collected and deposited into the Trust Fund have evolved, and certain revisions to the Spending Plan became necessary; and

**WHEREAS**, those revisions have recognized the negotiations that have taken place over the years between the Borough and various entities relating to the construction of new affordable housing units within the Borough; and

**WHEREAS**, the said revisions have been incorporated into a Revised Spending Plan, which was approved by the Hightstown Borough Council on July 16, 2012, and which was filed with COAH immediately thereafter; and

**WHEREAS**, the Revised Spending Plan incorporates an affordable housing project involving a three (3)-unit group home known as “The Hightstown Group Home” (the “group home”); and

**WHEREAS**, the group home is located at 114 Spring Crest Drive within the Borough, which is more commonly known and designated as Block 55, Lot 4 on the Borough’s Tax Map (the “property”); and

**WHEREAS**, the group home was part of the Borough's prior round certification and the property was previously deed restricted for affordability; however, that deed restriction has expired; and

**WHEREAS**, in exchange for the continuation of the thirty (30) year deed restrictions and controls on affordability at the property, the Borough has already committed to provide the sum of Thirty Thousand Dollars (\$30,000) to The Hightstown Group Home in order to facilitate the continuation of the controls on these units; and

**WHEREAS**, the specific terms and conditions associated with this venture are set forth in an Agreement between the parties; and

**WHEREAS**, the Borough of Hightstown wishes to provide its authorization for the Mayor to execute and the Borough Clerk to attest the said Agreement, which shall memorialize the understanding previously reached between the parties (i.e., prior to the Borough's approval of the Revised Spending Plan referenced above) regarding the project; and

**WHEREAS**, the said Agreement shall be in a form satisfactory to the Borough Attorney; and

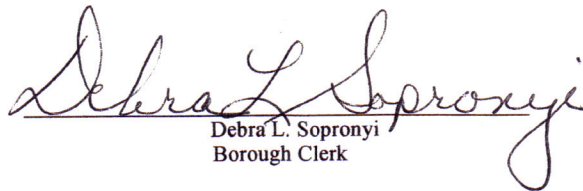
**WHEREAS**, the Hightstown Borough Council finds and declares that the execution of the said Agreement is in the best interests of the residents of the Borough.

**NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED**, by the Borough Council of the Borough of Hightstown, in the County of Mercer and the State of New Jersey, as follows:

1. That the Mayor is hereby authorized to execute and the Borough Clerk to attest the above-referenced Agreement, which shall memorialize the understanding previously reached between the parties (i.e., prior to the Borough's approval of the Revised Spending Plan referenced above) regarding the project, which shall involve the payment of \$30,000 from the Trust Fund to The Hightstown Group Home in order to facilitate the continuation of the affordability controls on these three (3) units.
2. That a certified copy of this Resolution shall be provided to each of the following:
  - a. COAH;
  - b. Michael Theokas, Borough Administrator;
  - c. Tamara Lee, Borough Planner;
  - d. Frederick C. Raffetto, Esq., Borough Attorney;
  - e. Gary Rosensweig, Esq., Planning Board Attorney; and
  - f. Carmela Roberts, P.E., Borough Engineer.

**CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 6, 2012.

  
Debra L. Sopronyi  
Borough Clerk



**AGREEMENT**

**FOR THE INCLUSION OF AN AFFORDABILITY HOUSING PROJECT AND  
DISBURSEMENT OF MUNICIPAL HOUSING TRUST FUNDS AND  
ADMINISTRATION OF AFFORDABLE UNITS**

This **AGREEMENT**, made this 10<sup>th</sup> day of June, 2013, by and between:

**THE BOROUGH OF HIGHTSTOWN**, a municipal corporation in the County of Mercer and State of New Jersey, having its principal office located at 148 N. Main Street, Hightstown, New Jersey 08520, as and herein called the "Borough" or "Hightstown"; and

**SERV BEHAVIORAL HEALTH SYSTEM, INC.**, having its principal office located at 380 Scotch Road, West Trenton, New Jersey 08628, hereinafter referred to as "SERV";

**WHEREAS**, the Borough and SERV have agreed to work together on production of affordable housing in Hightstown; and

**WHEREAS**, in 2008, the Borough filed with the New Jersey Council on Affordable Housing ("COAH") its request for Substantive Certification for its Third Round Housing Element and Fair Share Plan (the "2008 Plan"); and

**WHEREAS**, in 2012, the Borough amended its 2008 Plan with a revised Spending Plan (the "2012 Spending Plan") which was approved and recommended by the Hightstown Planning Board on July 9, 2012, and approved and endorsed by the Hightstown Borough Council on July 16, 2012, and submitted to COAH thereafter; and

**WHEREAS**, COAH has yet to take action on the Borough's initial 2008 Spending Plan or the Borough's revised 2012 Spending Plan; and

**WHEREAS**, the 2012 Spending Plan proposes to address the Borough's Third Round Growth Share in part by renewing the expired deed restriction on a certain group family residential housing unit located within the Borough at 114 Spring Crest Drive, more commonly known and designated as Block 55, Lot 4 on the Tax Map of the Borough (the "Property"), which is owned and operated by SERV, and which shall be utilized to house disabled income eligible inhabitants; and

**WHEREAS**, the Property is commonly known as the "Hightstown Group Home"; and

**WHEREAS**, the terms and conditions of this undertaking are set forth below.

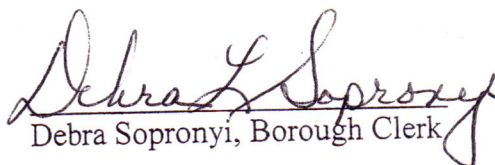
**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. SERV hereby agrees to the placement of a twenty (20)-year deed restriction on the Property, which will impose affordability controls on three (3) units, resulting in the Borough receiving three (3) unit credits plus bonus credits as may apply. Said Deed Restriction shall be in a form satisfactory to the Borough.
2. The Borough hereby agrees that, following the execution of this Agreement and the execution and recording of the Deed Restriction referenced in Paragraph 1 above, the Borough will make a payment to SERV in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) from the Borough's Affordable Housing Trust Funds for the three (3) affordable units in accordance with the Borough's 2012 Spending Plan.
3. During the period of affordability controls on the three (3) units, SERV or its successors and/or assigns will be the administrative agents and as such shall continue to own, manage, market, lease and maintain the above-noted units for occupancy by disabled low and moderate income persons in full compliance with all applicable COAH rules and regulations.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year appearing below their names.

ATTEST:

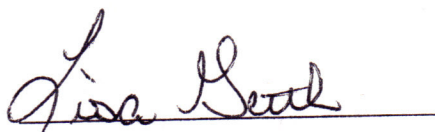
**THE BOROUGH OF HIGHTSTOWN**

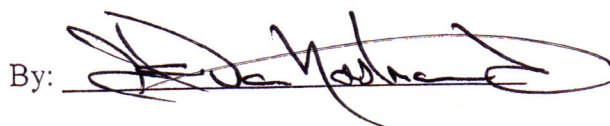
  
Debra Sopronyi, Borough Clerk

By:   
Hon. Steven Kirson, Mayor

WITNESS:

**SERV BEHAVIORAL HEALTH SYSTEM, INC.**

  
Lisa Beal

By:   
David Yabner



ANNEX A - D

**COMMUNITY RESIDENTIAL FACILITY FUNDING PROGRAM  
STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICES  
DIVISION OF DEVELOPMENTAL DISABILITIES**

**ANNEX A - PROJECT SUMMARY**

1. This Agreement commences on October 1, 2018 expires on September 30, 2038

2. Legal Name of Agency: SERV Achievement Centers, Inc.

3. Agency Address (Including P.O. Box, City, State, Zip Code, County):  
20 Scotch Rd

Ewing, NJ 08628

4. Date of Agency Incorporation: 1987

5. Federal I.D. Number: 22-2775481

6. Project Location (Street, Address, City, State, County):

114 Spring Crest Road.

Hightstown, NJ 08520

7. Project Scope:

Purchase                       Land                       Existing Building/s  
 Renovation                       Expansion of Existing Facility  
 New Construction                       Equipment

8. The Project Period commences on \_\_\_\_\_ and expires on \_\_\_\_\_

9. Project Director:

Name: Ahmed Taylor

Address: 20 Scotch Rd  
Ewing, NJ 08628

Phone: 609-662-3203

10. Agency Officer authorized to sign this and other documents:

Name: Morris Breitstein

Address: 20 Scotch Rd  
Ewing, NJ 08628

Phone: 609-662-3042

11. Persons to whom Notices shall be directed:

a) Agency: SERV

Name: Morris Breitstein

Address: 20 Scotch Rd  
Ewing, NJ 08628

b) Department: DDD

Name: Iwona Kozak

Address: PO Box 726  
Trenton, NJ 08825

**COMMUNITY RESIDENTIAL FACILITY FUNDED PROGRAM  
STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES  
DIVISION OF DEVELOPMENTAL DISABILITIES**

**ANNEX A – ATTACHMENT A: DUTIES AND RESPONSIBILITIES OF PROJECT DIRECTOR:**

The Project Director of SERV Achievement Centers, Inc. is responsible for:

- (1) reporting the progress of the construction and related work to the Department through the Program Development Unit, DDD;**
- (2) paying all contractor's and other bills as appropriate;**
- (3) submitting the invoices to the State for payment as per the Schedule in Annex C of this Agreement;**
- (4) verifying that the work is completed as approved by the Department.**



**COMMUNITY RESIDENTIAL FACILITY FUNDING PROGRAM  
STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES  
DIVISION OF DEVELOPMENTAL DISABILITIES**

**ANNEX B – PROJECT BUDGET: PURCHASE AND RENOVATION**

<b><u>1. PROJECT COSTS:</u></b>	<b><u>PROJECT TOTAL</u></b>	<b><u>AGREEMENT AMOUNT</u></b>	<b><u>AGENCY AMOUNT</u></b>	<b><u>BASIS*</u></b>
<b>A. Purchase of Facility</b>				
1. Purchase Price	\$ _____	\$ _____	\$ _____	<u>  N/A  </u>
2. Closing costs, including legal fees, studies and survey	\$ _____	\$ _____	\$ _____	<u>  N/A  </u>
<b>B. Architect</b>	\$ _____	\$ _____	\$ _____	<u>  N/A  </u>
<b>C. Appliances</b>	\$ _____	\$ _____	\$ _____	<u>  N/A  </u>
<b>D. Carpeting</b>	\$ _____	\$ _____	\$ _____	<u>  N/A  </u>
<b>E. Renovations, including general contract, fire alarm/detection and equipment</b>	\$ _____	\$ _____	\$ _____	<u>  N/A  </u>
<b>F. Other</b>	\$ _____	\$ _____	\$ _____	<u>  N/A  </u>
<b>G. Total Project cost</b>	\$ _____	\$ _____	\$ _____	<u>  N/A  </u>
<b>2. <u>AGREEMENT CEILING:</u></b>	<b><u>\$264,764.00</u></b>	<b><u>\$264,764.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$  N/A  </u></b>

**3. SOURCES OF FUNDS TO SUPPORT PROJECT (use additional sheet if necessary)**

\*List the basis for each element of the Project Cost – e.g., architect’s estimate, contractor’s estimate, agency estimate, consultant’s estimate, purchase price.

**COMMUNITY RESIDENTIAL FACILITY FUNDING PROGRAM  
STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES  
DIVISION OF DEVELOPMENTAL DISABILITIES**

**ANNEX C – PROJECT PROGRESS AND PAYMENT: PURCHASE AND RENOVATION**

**1. Reports and Inspections.**

- A. The Agency will report Project progress and expenditures as requested, but not less frequently than monthly, to the Department through the Program Development Unit, Division of Developmental Disabilities.**
- B. The Department will make periodic site inspections as necessary. At minimum, the following inspections will be made:**
  - 1. site inspection prior to purchase of facility**
  - 2. renovation inspection at 50% completion**
  - 3. final inspection upon completion of Project, prior to final payment of capital funds.**

**2. Payment of Capital Funds by the Department to the Agency**

- A. Upon commencement of the Agreement, the Department will make an initial payment of the following budgeted costs as specified:**

	<u>AMOUNT TO BE PAID</u>	<u>% OF BUDGETED AMOUNT (PER ANNEX B)</u>
<b>1. Purchase of Facility</b>	\$ _____	_____
<b>2. Closing costs</b>	\$ _____	_____
<b>3. Architect</b>	\$ _____	_____
<b>4. Appliances</b>	\$ _____	_____
<b>5. Carpeting</b>	\$ _____	_____
<b>6. Renovations</b>	\$ _____	_____
<b>7. Other</b>	\$ _____	_____
 <b>TOTAL TO BE PAID</b>	 <b><u>\$264,764.00</u></b>	



**COMMUNITY RESIDENTIAL FACILITY FUNDING PROGRAM  
STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES  
DIVISION OF DEVELOPMENTAL DISABILITIES**

**B Subsequently, upon receipt from the Agency of billings and written verification of the percentage of the project completed to date, the Department will pay renovations costs as follows:**

	<u>% OF PROJECT COMPLETED</u>	<u>% OF BUDGETED RENOVATIONS AMOUNT (PER ANNEX B) TO BE PAID</u>	<u>DOLLAR TO BE:</u>
1.	50%	_____N/A_____	___N/A___
2.	100%	_____N/A_____	___N/A___

**An adjustment based on actual costs may be made in the second payment to compensate for any previous over or underpayment made based on estimated costs.**

**C. Subsequent to the final inspection required in 1B3 above, the Department will pay the remainder of the documented approved Project costs up to, but not to exceed, the Agreement Ceiling.**

**ANNEX D – DESCRIPTION OF SERVICES TO BE DELIVERED IN FACILITY**

**The Agency shall maintain the Facility as a licensed community residence for the Developmentally Disabled housing ( 4 ) persons. The facility will provide food, shelter and personal guidance for Developmentally Disabled persons who require assistance, temporarily or permanently, in order to live independently in the community.**

**file: annex a&d  
8-25-00**



INSTR # 2018044932  
 N BK 11373 PG 40 Pgs 40 - 43 (4 pgs)  
 RECORDED 10/17/2018 02:38:13 PM  
 PAULA SOLLAMI COVELLO, COUNTY CLERK  
 MERCER COUNTY, NEW JERSEY



Mercer County Clerk \*  
 Paula Sollami Covello  
 PO Box 8068  
 240 West State Street  
 6<sup>th</sup> Floor  
 Trenton NJ 08650

Official Use Only - Realty Transfer Fee

Date of Document	10/8/18	Type of Document	Mortgage
First Party Name	SERV Achievement Centers	Second Party Name	State of New Jersey Dept of Human Services
Additional Parties			

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY  
 BUT SUGGESTED FOR ALL DOCUMENTS

Lot	Block
Municipality	Consideration
Mailing Address of Grantee	
RTR Ahmed Taylor 20 scotch RD 3rd fl. Ewing NJ 08628	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page
---------------	---------------

1178  
 \$63.00  
 Ck. 4269



**PURCHASE MONEY MORTGAGE**

MORTGAGE made this 8 day of October, 2018,

between the Mortgagor, **SERV Achievement Centers, Inc.**

and the Mortgagee, the State of New Jersey, Department of Human Services,  
Division of Developmental Disabilities, 50 east State Street, P O Box 726,  
Trenton, New Jersey, 08625.

WHEREAS the Mortgagor is indebted to the Mortgagee in the sum of  
**Two Hundred Sixty Four Thousand and Seven Hundred Sixty Four dollars,**  
**(\$264,764.00)** which indebtedness is evidenced by a promissory note dated  
**October 1, 2018,** and by a certain agreement dated **October 1, 2018;**

THEREFORE to secure the indebtedness of **\$264,764.00**  
lawful money of the United States, to be paid in accordance with the aforesaid agreement,  
the Mortgagor does hereby mortgage the following described property located in the  
**Township of Hightstown, County of Mercer,**  
State of New Jersey, and more particularly described in Exhibit A annexed hereto and  
made a part hereof, the aforesaid property being designated as:

**Block Fifty - Five (55),**            **Lot Four (4),**

on the tax map of said **Township of Hightstown** and having a street address of  
**114 Spring Crest Road, Hightstown, NJ 08520.**

Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid agreement of **October 1, 2018**, or upon no-fault termination of said agreement pursuant to Section 8.01 thereof, the entire amount of this mortgage shall, at the option of the Mortgagee, immediately become due and payable. Alternatively, upon Mortgagor default or upon no-fault termination of the agreement of **October 1, 2018**, the Mortgagee may exercise other options as set forth in Section 5.02 of the said agreement.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the agreement of **October 1, 2018**, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid agreement.

The Mortgagor shall keep the building or buildings and improvements now on said premises, or that may hereafter be erected thereon, in good and substantial repair, and, upon failure to do so, the whole indebtedness secured and represented by this Mortgage, and the note accompanying same shall, at the option of the Mortgagee, become immediately due and payable; and also the Mortgagee may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the sum secured hereby.

In the event that the aforesaid property is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee.



IN WITNESS HEREOF, the Mortgagor has hereto set its hand and seal  
the day and year first written above.

Serv Achievement Centers  
Agency Name (Mortgagor)

BY: Regina Widdows L.S.  
Regina Widdows (CEO)

ATTEST:

Amanda Jose Alderman L.S.  
~~Secretary~~ Chairperson ("Secretary" position vacant)

State of New Jersey, County of Mercer ss.: Be it remembered that

on October 8 2018 before me, the subscriber, personally appeared

Amanda Jose Alderman, Board Chair

who being by me duly sworn on his/her oath, deposes and makes proof to my

satisfaction, that he/she is the Secretary of Serv Achievement Centers

the agency name in the within Instrument; that Regina Widdows  
is the chief executive officer of said agency; that the execution, as well as the making of  
this Instrument, has been duly authorized by a proper resolution of the governing body of  
the said agency; that deponent well knows the seal of said agency; and that the seal  
affixed to the said Instrument is the proper seal and was thereto affixed and said  
Instrument signed and delivered by said chief executive officer as and for the voluntary  
act and deed of said agency, in the presence of deponent, who thereupon subscribed  
his/her name thereto as attesting witness

Sworn to and subscribed before me,  
the date aforesaid

[Signature]  
Prepared by: Sherry Dzurko

**SHERRY L. DZURKO**  
**NOTARY PUBLIC**  
**STATE OF NEW JERSEY**  
**MY COMMISSION EXPIRES AUG. 28, 2022**



PROMISSORY NOTE

\$264,764.00

October 1, 2018

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated October 1, 2018, promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, Two Hundred Sixty Four Thousand and Seven Hundred Sixty Four dollars, (\$264,764.00), payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY:  L.S.  
Authorized Agency Representative

NAME: Morris Breitstein

TITLE: Chief Financial Officer

AGENCY: SERV Achievement Centers, Inc.

ADDRESS: 20 Scotch Road

Ewing, NJ 08628

Notarized by: 

Date: October 8, 2018

**SHERRY L. DZURKO**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES AUG. 28, 2022

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

BY:   
Assistant Commissioner  
Division of Developmental Disabilities  
Department of Human Services, State of New Jersey

BY:  L.S.  
Authorized Agency Representative

NAME: MORIS BREITSTEIN

TITLE: CFO

AGENCY: SERV Properties & Management, Inc.

ADDRESS: 20 Scotch Road

Ewing, NJ 08628

Agreement Dated:

April 9, 2009

**Department of Community Affairs  
Local Planning Services  
Supportive and Special Needs Housing Survey**

Municipality: Hightstown Borough

County: Mercer

Sponsor: \_\_\_\_\_

Developer: SERV Properties and Management Inc.

Block: 55 Lot: 4

Street Address: 114 Springcrest Dr

Facility Name: Hightstown Group Home

<p><b>Section 1: Type of Facility:</b></p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (<b>not eligible</b> for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p><b>Section 2: Sources and amount of funding committed to the project :</b></p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input checked="" type="checkbox"/> Other – Please specify: <u>Community Residential Facility Funding Program</u> Amount- <u>\$265,759.00</u></p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p><b>Section 3: For all facilities other than permanent supportive housing:</b></p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>4</u></p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p><b>Section 4: For permanent supportive housing:</b></p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p><b>Section 5:</b></p> <p>Length of Controls: <u>20</u> years</p> <p>Effective Date of Controls: <u>10/1/2018</u></p> <p>Expiration Date of Controls: <u>9/30/2038</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p><b>Section 6:</b></p> <p><input type="checkbox"/> CO Date: <u>3/17/1988</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>4/25/1988</u></p> <p>Current License Date: <u>4/30/2023</u></p>



<b>Section 7:</b>	
Has the project received project-based rental assistance? ___ Yes <u>X</u> No; Length of commitment: _____	
Other operating subsidy sources: _____; Length of commitment: _____	
Is the subsidy renewable? ___ Yes ___ No	
<b>Section 8:</b> The following verification is attached:	
<input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input checked="" type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)	
<b>Section 9:</b>	
Residents 18 yrs or older? <u>X</u> Yes ___ No	Age-restricted? ___ Yes <u>X</u> No
Population Served (describe): <u>Developmentally Disabled</u>	Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes <u>X</u> No
<b>Section 10:</b> Affirmative Marketing Strategy (check all that apply):	
<input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list <input type="checkbox"/> Affirmative Marketing Plan approved by the Council's Executive Director	

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:

[Signature]  
Project Administrator

2/16/23  
Date

Certified by:

\_\_\_\_\_  
Municipal Housing Liaison

\_\_\_\_\_  
Date

**State of New Jersey  
Department of Human Services**

**Office of Licensing**

**LICENSE**

**SERV Achievement Centers, Inc.**

20 Scotch Rd

West Trenton, NJ 08628

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a*

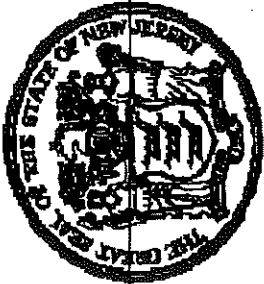
**Group Home Developmental Disability  
for 5 individuals**

at

114 SPRINGCREST DRIVE  
HIGHTSTOWN, NJ 08520

This License is effective from 04/30/2022 to 04/30/2023

*Sarah M. Adelman*  
Sarah M. Adelman, Commissioner, Department of Human Services



# APPENDIX E

## RANDOLPH BOARDING HOME DOCUMENTATION

## **AGREEMENT**

### **FOR THE CREATION OF AN AFFORDABLE HOUSING PROJECT AND DISBURSEMENT OF MUNICIPAL HOUSING TRUST FUNDS IN RELATION THERE TO – 278 ACADEMY STREET (BLOCK 38, LOT 1).**

This **AGREEMENT**, made this 1st day of May, 2017, by and between:

**THE BOROUGH OF HIGHTSTOWN**, a municipal corporation in the County of Mercer and State of New Jersey, having its principal office located at 156 Bank Street, Hightstown, New Jersey 08520, also referenced herein as the “Borough” or “Hightstown”; and

**NORMAN A. RANDOLPH, JR.**, having a principal office located at 200 Mercer Street, Suite B, Hightstown, NJ 08520, also referenced herein as “Randolph” or “Owner”;

**WHEREAS**, the Governing Body of the Borough of Hightstown is committed to addressing its Third Round obligation for the provision of affordable housing to satisfy the regional need for the same, in accordance with requirements still to be finally determined; and

**WHEREAS**, to that end, the Borough is in the process of updating its Housing Element and Fair Share Plan (the “Fair Share Plan”); and

**WHEREAS**, the Borough’s updated Fair Share Plan shall promote an affordable housing program pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*); and

**WHEREAS**, the Borough intends to include within the Borough’s updated Fair Share Plan, the property located at 278 Academy Street, more commonly known and designated as Block 38, Lot 1 on the Borough’s Tax Map (the “Property”), which Property is under the record ownership of Norman A. Randolph, Jr., as a site for the provision of affordable housing, so long as certain conditions are fulfilled; and

**WHEREAS**, the Property currently comprises a “Class A” rooming/boarding home commonly known as the “Randolph Rooming House,” which contains nine (9) separate living units; and

**WHEREAS**, the Owner has proposed the imposition of deed restrictions on all nine (9) units at the Property, with the length of the restrictions to endure for a period of thirty (30) years, so that the units may only be occupied as affordable units by income-eligible inhabitants; and

**WHEREAS**, the Owner’s proposal is premised upon the Borough providing a contribution to the Owner to underwrite the provision of these new affordable units; and



**WHEREAS**, the Borough has previously adopted Ordinance(s) authorizing the imposition and collection of development fees in connection with certain new residential and non-residential construction in the Borough, which funds were to be deposited into an Affordable Housing Trust Fund (also referenced as the "Trust Fund"); and

**WHEREAS**, the monies collected and deposited into the Trust Fund are intended to be utilized in order to facilitate the provision of affordable housing units within the Borough; and

**WHEREAS**, subject to certain conditions, the Borough has agreed to contribute certain funding from the Trust Fund to the Owner, in order to facilitate the creation of these new affordable units, which will assist the Borough in satisfying its affordable housing requirements for the Third Round; and

**WHEREAS**, the terms and conditions associated with this undertaking are set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Borough and the Owner (hereafter collectively referenced as the "parties") agree as follows:

1. **DEED RESTRICTION.** The Owner hereby agrees to the placement of a deed restriction (the "deed restriction" or "restriction") which shall endure for a period of not less than thirty (30) years on the Property, which deed restriction shall impose affordability controls on nine (9) housing units located at the Property, in an effort to assist the Borough in satisfying its Third Round fair share affordable housing obligation. The deed restriction shall ensure that the nine (9) housing units at the Property may only be occupied by income-eligible households during the term of the restriction (with a break-down between low and moderate-income units as specified below), and that the rents charged shall not exceed prevailing acceptable rent levels for low and moderate-income affordable housing units, as applicable. The deed restriction shall inure to the benefit of the Borough, and shall run with the land and be binding upon the Owner, as well as all successors in title to the Property, during the term of the deed restriction. Of the nine (9) housing units at the Property to be deed restricted with affordability controls, seven (7) units shall be occupied by low-income households and two (2) units shall be occupied by moderate-income households, eligibility for which shall be determined in accordance with established prevailing criteria. Said deed restriction shall be in a form which is generally consistent with the "model" form of deed restriction utilized for rental properties (a copy of which is attached hereto as "Exhibit "A"), as sanctioned by the State of New Jersey, and shall be satisfactory to the Borough.
2. **PAYMENT TO PROPERTY OWNER.** In consideration for the Owner's placement of the thirty (30)-year deed restriction on the nine (9) housing units at the Property, as referenced in Paragraph 1 above, and subject to the conditions set forth in Paragraph 3 below, the Borough hereby agrees to make a payment to the Owner in the amount of One Hundred and Eleven Thousand and 00/100 Dollars (\$111,000.00)

from the Borough's Affordable Housing Trust Fund. This payment represents approximately Twelve Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$12,333.33) per unit restricted, and shall be made in accordance with the schedule set forth in Paragraph 3 below.

3. **CONDITIONS TO PAYMENT.** The parties agree that full payment of the amount referenced in Paragraph 2 above from the Borough to the Owner is hereby expressly contingent upon the following conditions:

- a. The final execution of the within Agreement; and
- b. The Borough's receipt of a written property inspection report from the Borough's designated Affordable Housing Administrative Agent certifying that the Property is in satisfactory condition according to applicable prevailing requirements; and
- c. The execution of a deed restriction relating to the Property by duly authorized representatives of the Borough and the Owner (which deed restriction shall be forwarded by the Borough Attorney to the Mercer County Clerk's Office for recording) which is generally consistent with the "model" form of deed restriction attached hereto as "Exhibit "A," which imposes affordability controls on nine (9) housing units located at the Property (seven (7) of which shall be occupied by low-income households and two (2) of which shall be occupied by moderate-income households) for a period of not less than thirty (30) years, as referenced in Paragraph 1 above, and which requires the Property to maintain its licensure as a "Class A" boarding/rooming house for the duration of the 30-year deed restriction.

Payment shall be made to the Owner by the Borough following the completion of all of the above conditions.

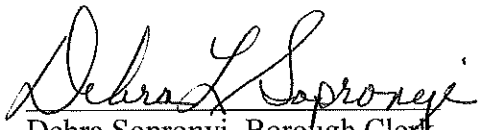
- d. **CONTINUED MONITORING OF AFFORDABLE UNITS; PROPERTY OWNER'S RESPONSIBILITIES.** During the term of the thirty (30)-year period of affordability controls on the Property, the Borough's designated Affordable Housing Administrative Agent shall be responsible for, among other things, ensuring that all proposed occupants of the nine (9) restricted housing units at the Property (seven (7) of which shall be occupied by low-income households and two (2) of which shall be occupied by moderate-income households) are income qualified accordingly prior to the commencement of their respective tenancies, that the rents charged to occupants of the units do not exceed prevailing acceptable rent levels for the respective affordable housing units, that the units meet all applicable criteria associated with their designation as affordable housing, and that the units continue to be operated in all respects in accordance with the requirements set forth in the recorded deed restriction, as well as those prescribed by applicable


N.J. affordable housing rules and regulations. The Owner shall be required to directly fund, at its own cost and expense, any and all fees incurred by the Borough's Affordable Housing Administrative Agent that are associated with the above responsibilities, or which are in any way related to oversight of the Property. The Owner hereby agrees to cooperate in good faith with the Borough and the Borough's designated Affordable Housing Administrative Agent in order to ensure that all of the restricted housing units continue to be operated in a manner which is consistent with the requirements of the recorded deed restriction, as well as those prescribed by applicable N.J. affordable housing rules and regulations. This requirement shall run with the land and be binding upon the Owner, as well as all successors in title to the Property, during the term of the deed restriction.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year appearing below their names.

ATTEST:

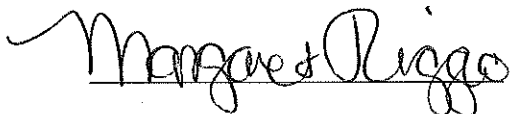
**THE BOROUGH OF HIGHTSTOWN**


  
Debra Sopronyi, Borough Clerk

By:   
Hon. Lawrence Quattrone, Mayor

WITNESS:

**PROPERTY OWNER**



By:   
Norman A. Randolph, Jr.

# **EXHIBIT “A”**



INSTR # 2017036035 D BK 6295 PG 427 08/07/2017 11:49:23 AM  
 PAULA SOLLAMI COVELLO COUNTY CLERK, MERCER COUNTY NEW JERSEY



Mercer County Clerk Recording Data Page  
 Paula Sollami Covello Esq  
 Mercer County Clerk

Record and Return to:  
 Frederick C. Raffetto, Esq.  
 Ansell, Grimm & Aaron PC/mg  
 1500 Lawrence Avenue  
 Ocean, NJ 07712

*Official Use Only – Realty Transfer Fee*

Date of Document	July 21, 2017	Type of Document	Deed Restriction
------------------	---------------	------------------	------------------

First Party Name Borough of Hightstown	Second Party Name Norman A. Randolph, Jr.
---	--

Additional Parties Rehabco, Inc.
-------------------------------------

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Lot	1	Block	38
Municipality	Hightstown	Consideration	n/a
Mailing Address of Grantee			

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book	Original Page
---------------	---------------

*Deed 9p 113 # 115197*

Record & Return to:  
Frederick C. Raffetto, Esq.  
Ansell Grimm & Aaron, P.C.  
1500 Lawrence Ave.  
CN 7807  
Ocean, NJ 07712

Prepared By:

  
Frederick C. Raffetto, Esq.

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY  
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To Rental Property  
With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this 21 day of July, 2017, by  
and between:

**Borough of Hightstown**, a municipal corporation of the State of New Jersey, with offices  
located at 156 Bank Street, Hightstown, New Jersey 08520 (the "Borough"); and

**Norman A. Randolph, Jr.**, having offices at 200 Mercer Street, Suite B, Hightstown, New  
Jersey 08520, the developer/sponsor (the "Owner") of a residential low- and moderate-  
income rental housing project (the "Project") subsidized by the Borough, located at 278  
Academy Street (Block 38, Lot 1) within the Borough (the "Property"), along with all  
successors in interest or title to the Property; and

**Rehabco, Inc.**, the Borough's Affordable Housing Administrative Agent (the  
"Administrative Agent"), with an address of 470 Mantoloking Road, Brick, New Jersey  
08723, or its successors.

WITNESSETH

Article 1. Authority: Consideration.

In accordance with the authority provided by The Hightstown Borough Council pursuant to Resolution 2017-100, adopted on May 1, 2017, and the Agreement executed thereafter by the Borough and the Owner, also dated May 1, 2017, which was captioned "Agreement for the Creation of an Affordable Housing Project and Disbursement of Municipal Housing Trust Funds in Relation Thereto – 278 Academy Street (Block 38, Lot 1)," copies of which are on file in the office of the Hightstown Borough Clerk, the Borough, the Owner, and the Administrative Agent hereby execute the within Deed Restriction, as of the date referenced above, in accordance with all of the terms and conditions set forth herein.

In that regard, in consideration of an affordable housing subsidy in the amount of **One Hundred Eleven Thousand and 00/100 Dollars (\$111,000.00)**, representing Twelve Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$12,333.33) per dwelling rental apartment unit (relating to the nine (9) separate dwelling rental apartment units located at the Property that are the subject of the within Deed Restriction, as more specifically described in Article 2 below), to be provided to the Owner from the Borough for the Project, the Owner and all successors in interest or title to the Property, hereby agrees to abide by the Covenants, terms and conditions set forth in this Deed Restriction, with respect to the Property, for the Control Period as specified in Article 3 below.

Article 2. Description of Property Subject to Restriction.

The Property to be restricted pursuant to the within Deed Restriction consists of a portion of the improvements located on the land known as **Block 38, Lot 1** on the official Hightstown Borough Tax Map, and known by the following street address: **278 Academy Street, Hightstown, New Jersey 08520**, located in the Borough of Hightstown, County of Mercer, State of New Jersey;

More specifically, this Deed Restriction relates to the following nine (9) individual dwelling rental apartment units located at the Property and identified as follows:

- Room 1A (First Floor)
- Room 2A (First Floor)
- Room 1B (Second Floor)
- Room 2B (Second Floor)
- Room 3B (Second Floor)
- Room 4B (Second Floor)
- Room 5B (Second Floor)
- Room 6B (Second Floor)
- Room 7B (Second Floor);

Being a portion of the same premises conveyed to the Owner by Deed dated February 24, 1994, from Catherine Randolph, widow, which was recorded on March 25, 1994, in the Mercer County Clerk's/Register's office in Deed Book 2791, at Page 270.



### Article 3. Affordable Housing Covenants.

The following covenants (the "Covenants") shall run with the land and be binding upon the Owner, as well as all successors in interest or title to the Property, and shall inure to the benefit of the Borough, for the period of time (the "Control Period") as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted dwelling unit at the Property shall remain subject to the requirements of this subchapter and those specifically set forth in the within Deed Restriction during the "Control Period" as set forth below, or until the Borough elects to release the unit from such requirements. Prior to such a municipal election, each restricted dwelling unit at the Property must remain subject to the requirements of this subchapter and those specifically set forth herein for a period of at least thirty (30) years from the date of this Deed Restriction (representing the "Control Period").

- a. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq.) (referenced herein as the "Uniform Controls").
- b. The restricted rental apartment units at the Property shall be used solely for the purpose of providing nine (9) rental dwelling units for low- and moderate-income households (as more specifically provided below), and no commitment for any such dwelling unit(s) shall be given or implied, without exception, to any person who has not been certified as eligible for that unit in writing by the Administrative Agent. Rents charged for all of the restricted dwelling units at the Property shall not exceed prevailing acceptable rent levels for low- and moderate-income housing units, as applicable. So long as any restricted dwelling unit at the Property remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, whose approval shall not be unreasonably withheld. To that end, the Owner, and all successors in interest or title to the Property, shall notify the Administrative Agent of any potential intent to sell or transfer title to the Property before the earliest of the following occurs: the Property is offered for sale through a realtor, a contract to sell the Property is executed, or a Deed transferring title to the Property is executed.
- c. Of the nine (9) rental dwelling units at the Property, seven (7) units shall be rented to and occupied by low-income households (only), and two (2) units shall be rented to and occupied by moderate-income households (only). Eligibility for the low- and moderate-income apartment units shall be determined by the Administrative Agent prior to the commencement of each tenancy, in accordance with the Uniform Controls and/or other established prevailing criteria, during the Control Period.

- d. The Owner, and all successors in interest or title to the Property, shall be required to maintain the Property's licensure as a "Class A" boarding/rooming house (or equivalent), pursuant to N.J.S.A. 55:13B-1, *et seq.*, and N.J.A.C. 5:27-1.1, *et seq.*, for the entire duration of the Control Period.
- e. No improvements, alterations or demolition may be undertaken at the Property that would affect the bedroom configuration of any of the restricted dwelling units. Any proposed improvements, alterations or demolition intended to be undertaken in any respect at the Property (other than ordinary maintenance and repairs) must be approved in advance and in writing by the Administrative Agent, whose approval shall not be unreasonably withheld.
- f. Should any of the nine (9) restricted rental dwelling units at the Property be damaged by fire, vandalism, flood, or otherwise, the Owner, and all successors in interest or title to the Property, shall be required to undertake necessary repairs as quickly as possible so that the affected unit(s) may continue to be inhabited by low- and moderate-income tenants, as applicable. All such repairs shall be approved by the Administrative Agent, whose approval shall not be unreasonably withheld.
- g. The Owner, and all successors in interest or title to the Property, shall notify the Administrative Agent and the Borough of any foreclosure action(s) filed with respect to the Property within five (5) business days of service upon the Owner or the Owner's successor(s) in interest or title.
- h. The Owner, and all successors in interest or title to the Property, shall notify the Administrative Agent and the Borough within three (3) business days of the filing of any petition for protection from creditors, bankruptcy or reorganization filed by or on behalf of the Owner or the Owner's successor(s) in interest or title.
- i. The Owner, and all successors in interest or title to the Property, shall be required to directly fund, at its/their own cost and expense, any and all reasonable fees incurred by the Administrative Agent that are associated with the Administrative Agent's responsibilities relating to the Property, or which are in any way related to oversight of the low- and moderate-income apartment units at the Property, for the entire duration of the Control Period. If the Owner or any successor(s) in interest or title to the Property fails to pay any reasonable fees that are due and owed to the Administrative Agent as set forth above, then the Borough and/or the Administrative Agent may pursue all remedies provided at law or equity, and the Borough and/or the Administrative Agent shall be entitled to recoup its/their legal fees. At the current time, for context purposes, the fee charged by the Administrative Agent for certifying the income level of a prospective tenant is Two Hundred and 00/100 Dollars (\$200.00).
- j. The Owner, and all successors in interest or title to the Property, agrees to cooperate in good faith with the Borough and the Administrative Agent in order to ensure that all of the nine (9) restricted housing units at the Property continue to be operated in

a manner which is consistent with the requirements of this Deed Restriction, as well as those prescribed by applicable New Jersey affordable housing rules and regulations, including the Uniform Controls, for the entire duration of the Control Period.

- k. Simultaneously with the execution of the within Deed Restriction, the Owner and the Owner's lender, **1<sup>st</sup> Constitution Bank** (by virtue of that certain "Mortgage and Security Agreement" dated April 22, 2009 (also referenced as the "Mortgage"), recorded May 28, 2009 in Mortgage Book 10306, at Page 159, securing the sum of \$584,000.00), have executed an "Agreement of Amendment and Modification of Loan Terms" relating to said Mortgage, which confirms that 1<sup>st</sup> Constitution Bank consents to the within Deed Restriction and to all of the terms and conditions contained herein, and which further confirms that 1<sup>st</sup> Constitution Bank has agreed and acknowledged that the within Deed Restriction shall not be affected, disturbed or extinguished in the event of a foreclosure of the Mortgage or otherwise. This warranty and representation is a material aspect of the within transaction.
- l. The Owner, and all successors in interest or title to the Property, warrants and represents that any future mortgage(s), loan(s), refinancing, etc., taken against or secured by the Property during the Control Period shall be subject to the within Deed Restriction, including all of the requirements set forth herein. Moreover, the Owner, and all successors in interest or title to the Property, shall first provide advance notice and obtain the written approval of the Administrative Agent before any further mortgage(s), loan(s) refinancing, etc., are executed against or secured by the Property during the Control Period. The Administrative Agent's approval shall not be unreasonably withheld.
- m. The Owner represents that he has satisfied any judgments which exist as of record against the Owner and/or the Property as of the date of execution of the within Deed Restriction.

#### Article 4. Remedies for Breach of Affordable Housing Covenants/Deed Restriction.

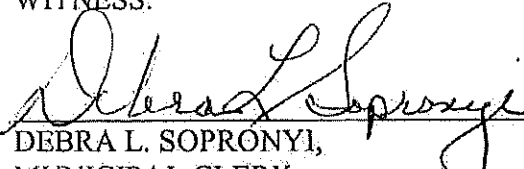
The parties hereto acknowledge and agree that a breach of the Covenants referenced in Article 3 above, or any breach of this Deed Restriction, will cause irreparable harm to the Borough, and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. As such, the parties agree that the following provisions shall apply:


- a. In the event of a threatened breach of any of the Covenants (or any provision of this Deed Restriction) by the Owner, or any successor in interest or title to the Property, the Administrative Agent and the Borough shall have all remedies provided at law or equity, including the right to seek immediate injunctive relief or specific performance, and the Administrative Agent and the Borough shall be entitled to damages and costs, including attorney's fees.

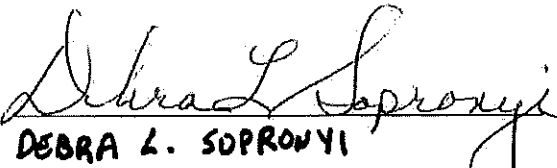
- b. Upon the occurrence of a breach of any of the Covenants (or any provision of this Deed Restriction) by the Owner, or any successor in interest or title to the Property, the Administrative Agent and the Borough shall have all remedies provided at law or equity, including the right to seek immediate injunctive relief, as well as forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants (or any provision of this Deed Restriction), or from any other violation of the Covenants (or any provision of this Deed Restriction), diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry onto the premises, all remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance, and the Administrative Agent and the Borough shall be entitled to damages and costs, including attorney's fees.

IN WITNESS WHEREOF, the Borough, the Owner and the Administrative Agent have executed this Deed Restriction in triplicate as of the date first above written.

WITNESS:

  
DEBRA L. SOPRONYI,  
MUNICIPAL CLERK

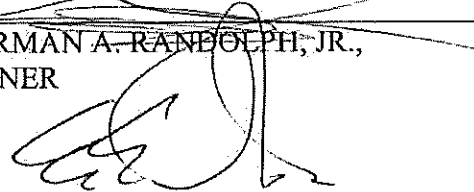
  
Kristen H. Hamilton

  
DEBRA L. SOPRONYI

BOROUGH OF HIGHTSTOWN

  
MAYOR LAWRENCE D. QUATTRONE

  
NORMAN A. RANDOLPH, JR.,  
OWNER

  
REHABCO, INC.  
ADMINISTRATIVE AGENT  
BY: ERVIN OROSS, JR., PP, AICP, CPM

ACKNOWLEDGEMENT AS TO BOROUGH OF HIGHTSTOWN:

On this 20<sup>th</sup> day of July, 2017, before me came LAWRENCE D. QUATTRONE, known to me to be the Mayor of the Borough of Hightstown, the municipal corporation identified as such in the foregoing Agreement, who states that he has been duly authorized to execute the within Agreement on behalf of the Borough by virtue of a Resolution duly adopted by the Hightstown Borough Council, and that he has so executed the foregoing Agreement on behalf of the Borough of Hightstown for the purposes stated therein.

  
NOTARY PUBLIC

MARGARET M RIGGIO  
NOTARY PUBLIC  
State of New Jersey  
My Comm. Exp. 6-13-2017

ACKNOWLEDGEMENT AS TO OWNER:

On this 18 day of July, 2017, before me came NORMAN A. RANDOLPH, JR., known to me to be the Owner of the Property referenced in the within Agreement, who states that he has signed said Agreement for the purposes stated therein.

  
NOTARY PUBLIC

KRISTEN H. HAMILTON  
Notary Public State of New Jersey  
NO. 2408115  
Commission Expires May 02, 2021

**ACKNOWLEDGEMENT AS TO ADMINISTRATIVE AGENT:**

On this 20<sup>th</sup> day of July, 2017, before me came Ervin Oross, known to me to be the duly ~~authorized~~ representative of Rehabco, Inc., the Affordable Housing Administrative Agent for the Borough of Hightstown, the municipal corporation identified as such in the foregoing Agreement, who states that he has signed said Agreement as an agent of the Borough, for the purposes stated therein and is fully authorized to do so.

Margaret M. Riggio  
NOTARY PUBLIC

MARGARET M RIGGIO  
NOTARY PUBLIC  
State of New Jersey  
My Comm. Exp. 6-13-2017  
2017



# APPENDIX F

## HABITAT FOR HUMANITY DOCUMENTATION

# Resolution 2012-201

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**A RESOLUTION AUTHORIZING THE BOROUGH OF HIGHTSTOWN TO ENTER INTO AN AGREEMENT WITH "HABITAT FOR HUMANITY MILLSTONE BASIN AFFILIATE" FOR THE PROVISION OF AFFORDABLE HOUSING TRUST FUNDS IN ORDER TO ASSIST WITH THE CONSTRUCTION OF NEW AFFORDABLE HOUSING UNITS WITHIN THE BOROUGH.**

**WHEREAS**, the Borough of Hightstown (the "Borough") petitioned the Council on Affordable Housing ("COAH") for substantive certification of its housing element and fair share plan in 2005; and

**WHEREAS**, the Borough has previously adopted Ordinance(s) authorizing the imposition and collection of development fees in connection with certain new residential and non-residential construction in the Borough, which funds were to be deposited into an Affordable Housing Trust Fund (also referenced as the "Trust Fund"); and

**WHEREAS**, the monies collected and deposited into the Trust Fund were intended to be utilized in order to facilitate the construction and/or rehabilitation of affordable units within the Borough; and

**WHEREAS**, COAH has previously approved the Borough's Development Fees Ordinance(s); and

**WHEREAS**, to date, the Borough has collected in excess of \$400,000 in development fees; and

**WHEREAS**, as of December 31, 2011, the balance of funds on deposit in the Trust Fund was \$395,881.73; and

**WHEREAS**, the Borough has previously approved a Spending Plan concerning the Borough's intentions with regard to the expenditure of the funds on deposit in the Trust Fund, in an effort to facilitate the construction and/or rehabilitation of affordable housing units within the Borough; and

**WHEREAS**, following the Borough Council's approval of the proposed Spending Plan, the Borough forwarded the same to COAH on or about December 30, 2008 seeking COAH's formal review and approval of the same; and

**WHEREAS**, notwithstanding the good faith filing of the Spending Plan with COAH at that time by the Borough, COAH has never formally taken any action with regard to the Borough's Spending Plan; and

**WHEREAS**, during the years which have elapsed since the initial filing of the Borough's Spending Plan with COAH, the Borough's intentions with respect to the expenditure of the funds collected and deposited into the Trust Fund have evolved, and certain revisions to the Spending Plan became necessary; and

**WHEREAS**, those revisions have recognized the negotiations that have taken place over the years between the Borough and various entities relating to the construction of new affordable housing units within the Borough; and

**WHEREAS**, the said revisions have been incorporated into a Revised Spending Plan, which was approved by the Hightstown Borough Council on July 16, 2012, and which was filed with COAH immediately thereafter; and

**WHEREAS**, the Revised Spending Plan incorporates an affordable housing project to be constructed by Habitat for Humanity Millstone Basin Affiliate ("HFHMBA"); and

**WHEREAS**, HFHMBA is a non-profit charitable corporation formed for the purpose of enabling low and moderate income families to purchase affordable housing; and

**WHEREAS**, pursuant to negotiations which have taken place between the Borough and HFHMBA (collectively, the "parties"), HFHMBA intends to construct an affordable housing project (the "project") along

South Academy Street within the Borough, more specifically to be located at Block 40, Lots 22, 23 and 24 on the Borough's Tax Map (the "property"); and

**WHEREAS**, the project involves the construction of four (4) affordable housing units in the form of two (2) single-family duplexes to be constructed by HFHMBA, with the Borough sponsoring two (2) of the said units; and

**WHEREAS**, the project received approvals from the Hightstown Borough Planning Board in 2011; and

**WHEREAS**, in exchange for the deed restrictions and controls on affordability to be established on the affordable units at the property, the Borough has already committed to provide the sum of Two Hundred Thousand Dollars (\$200,000) to HFHMBA to assist with the construction of this project; and

**WHEREAS**, the specific terms and conditions associated with this venture are set forth in an Agreement between the parties; and

**WHEREAS**, the Borough of Hightstown wishes to provide its authorization for the Mayor to execute and the Borough Clerk to attest the said Agreement, which shall memorialize the understanding previously reached between the parties (i.e., prior to the Borough's approval of the Revised Spending Plan referenced above) regarding the project; and

**WHEREAS**, the said Agreement shall be in a form satisfactory to the Borough Attorney; and

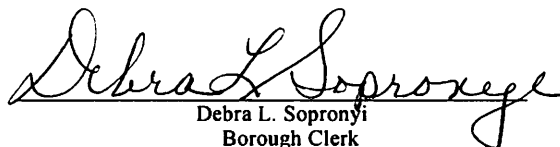
**WHEREAS**, the Hightstown Borough Council finds and declares that the execution of the said Agreement is in the best interests of the residents of the Borough.

**NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED**, by the Borough Council of the Borough of Hightstown, in the County of Mercer and the State of New Jersey, as follows:

1. That the Mayor is hereby authorized to execute and the Borough Clerk to attest the above-referenced Agreement, which shall memorialize the understanding previously reached between the parties (i.e., prior to the Borough's approval of the Revised Spending Plan referenced above) regarding the project, which shall involve the payment of \$200,000 from the Trust Fund to HFHMBA to assist with the construction of this project.
2. That a certified copy of this Resolution shall be provided to each of the following:
  - a. COAH;
  - b. Michael Theokas, Borough Administrator;
  - c. Tamara Lee, Borough Planner;
  - d. Frederick C. Raffetto, Esq., Borough Attorney;
  - e. Gary Rosensweig, Esq., Planning Board Attorney; and
  - f. Carmela Roberts, P.E., Borough Engineer.

**CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 6, 2012.

  
Debra L. Sopronyi  
Borough Clerk

## AFFORDABLE HOUSING AGREEMENT

This AGREEMENT, made this 13<sup>th</sup> day of August, 2012, by and between:

**THE BOROUGH OF HIGHTSTOWN**, a municipal corporation in the County of Mercer and State of New Jersey, having its principal office located at 148 North Main Street, Hightstown, New Jersey 08520, also referenced as the "Borough" or "Hightstown"; and

**HABITAT FOR HUMANITY MILLSTONE BASIN AFFILIATE**, having its principal office located at 120 South Main Street, Hightstown, New Jersey 08520, also referenced as "HFHMBA";

### RECITALS:

1. Southern Burlington County NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.*, ("FHA"), and the implementing regulations adopted by the New Jersey Council on Affordable Housing ("COAH") (collectively referenced as the "Mount Laurel Doctrine"), require Hightstown, as well as other municipalities in New Jersey, to create a realistic opportunity for the provision of low and moderate income housing ("Affordable Housing") during the third housing cycle spanning from January 1, 2004 to December 31, 2018.
2. The FHA authorized the creation of COAH as the State administrative agency with primary jurisdiction over the administration of municipal affordable housing obligations and authorized COAH and the New Jersey Housing and Mortgage Finance Agency ("HMFA") to adopt rules and regulations to guide affordable housing compliance in accordance with sound regional planning considerations.
3. COAH's Third Round rules, which took effect October 20, 2008, and are codified at N.J.A.C. 5:97-1 *et seq.*, adopt a revised growth share approach to calculate municipal affordable housing obligations during the third housing cycle. While this methodology has been disallowed by the Courts, which have ordered the State to adopt a methodology similar to Rounds I and II, a revised formula to calculating affordable housing obligations has yet to be adopted.
4. Nonetheless, under the current COAH regulations, the Borough's projected growth share obligation is thirty (30) units for Round Three and another twenty (20) units remaining from prior rounds.
5. HFHMBA is a non-profit charitable corporation formed for the purpose of enabling low and moderate income families to purchase affordable housing.

6. In 2011, HFHMBA received approvals from the Hightstown Planning Board to construct an affordable housing project (the "Project") on South Academy Street in the Borough, more specifically to be located at Block 40, Lots 22, 23 and 24 on the Borough's Tax Map (collectively, "the Property"), which will assist the Borough in meeting its Third Round affordable housing obligations.
7. The Project involves the construction of a total of four (4) affordable housing units, in the form of two (2) single-family duplexes to be constructed by HFHMBA.
8. HFHMBA has agreed to place deed restrictions and controls on affordability on all of the affordable units at the Property, and to otherwise abide by all of the requirements set forth under Mount Laurel Doctrine, so as to permit the Borough to receive credits toward its affordable housing obligation under the Third Round.
9. In exchange for HFHMBA's actions in this regard, the Borough has agreed to contribute the sum of \$200,000.00 (Two Hundred Thousand and 00/100 Dollars) from the Borough's Affordable Housing Trust Fund to HFHMBA as a subsidy in order to facilitate the construction of two (2) of the four (4) affordable units at the Property.
10. The purpose of this Agreement is to memorialize the parties' understanding and commitment with respect to the foregoing.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Borough and HFHMBA (collectively, the "parties") agree as follows:

**I. RECITALS.**

The Recitals set forth above are hereby incorporated by reference herein as if set forth at length.

**II. PURPOSE OF AGREEMENT.**

The purpose of this Agreement is to facilitate the construction and maintenance of four (4) housing units at the Property which are affordable to low and/or moderate income households, as defined by COAH and HMFA regulations, which shall assist Hightstown in meeting its Third Round affordable housing obligations.

**III. CONSTRUCTION; AFFORDABILITY RESTRICTIONS.**

HFHMBA agrees that it shall diligently pursue the construction of the four (4) affordable housing units at the Property which were previously approved by the Hightstown Borough Planning Board in 2011. HFHMBA shall then convey each of the units to a qualified low and/or moderate income household. HFHMBA shall select the low and/or moderate income

purchasers in a manner that is consistent with applicable COAH and HMFA regulations. Each of the units conveyed shall be subject to deed restrictions and controls on affordability (collectively, the "affordability restrictions"), which affordability restrictions shall endure for a period of thirty (30) years (the "affordable time period"). The affordability restrictions shall govern all transfers of the affected units during the affordable time period. The affordability restrictions shall be consistent with the requirements set forth under the Mount Laurel Doctrine, and shall be recorded with the Mercer County Clerk's Office as encumbrances against the Property. The affordability restrictions shall be subject to the review and approval of Hightstown's Borough Attorney before they are executed and recorded. All initial and subsequent transfers of the affordable units at the Property during the affordable time period shall be subject to the review and approval of the Borough's designated administrative agent.

#### **IV. CONSTRUCTION SCHEDULE.**

Subject to the contingencies listed in Paragraph VI(a) of this Agreement, HFHMBA agrees to diligently pursue a building permit for construction or seek necessary approvals from all governmental agencies for the redevelopment or construction of the aforesaid units at the Property.

#### **V. FUNDING.**

Hightstown agrees to provide a subsidy for the construction of two (2) of the four (4) affordable units at the Property in the amount of \$200,000.00 (Two Hundred Thousand and 00/100 Dollars) (referenced as the "subsidy"), representing \$100,000.00 (One Hundred Thousand and 00/100 Dollars) for each unit. Hightstown will transfer the agreed-upon subsidy as follows: Twenty-five percent (25%) of the subsidy shall be provided at the time of building permit issuance; Twenty-five percent (25%) of the subsidy shall be provided at the time of commencement of construction of the building foundation; Twenty-five percent (25%) of the subsidy shall be provided at the time that the building is fully enclosed, with windows and doors installed; and Twenty-five percent (25%) of the subsidy shall be provided at the time of issuance of the final Certificate of Occupancy for the second of the two (2) affordable units that the Borough is subsidizing.

#### **VI. CONTINGENCIES.**

a. This Agreement is contingent upon HFHMBA: (1) receiving the monies from the Borough in accordance with Paragraph V of this Agreement; and (2) obtaining all final, unappealable development approvals and/or permits necessary for the construction of the units (including, but not limited to, ingress and egress).

b. In the event that this contingency is not satisfied, then either party may terminate this Agreement.

#### **VII. COMPLIANCE WITH COAH'S RULES AND MAINTENANCE OF PROJECT.**



The affordable units shall be affirmatively marketed and sold in accordance with the applicable regulations regarding the controls on affordability, as required in N.J.A.C. 5:97-1, et seq., the Uniform Housing Affordable Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC Regulations"), and any other applicable requirements set forth under the Mount Laurel Doctrine. HFHMBA agrees to cooperate, to the extent reasonably possible, with the Borough and its designated administrative agent, to assist the Borough in satisfying its administrative enforcement obligations. The Deeds transferring title to the aforesaid units shall contain the requisite thirty (30)-year restrictions for affordability controls.

#### **VIII. DEFAULT.**

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies at law or equity, including but not limited to, the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default by notifying the defaulting party in writing specifying the nature of the default, and allowing the defaulting party thirty (30) days thereafter to effect a cure.

#### **IX. NOTICES.**

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based on those notices shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Developer:	Habitat for Humanity Millstone Basin Affiliate 120 S. Main Street Hightstown, NJ 08520
To Borough:	Borough of Hightstown 148 North Main Street Hightstown, NJ 08520 (Attention: Borough Clerk)
With a copy to:	Frederick C. Raffetto, Esq. Ansell Grimm & Aaron PC 1500 Lawrence Avenue Ocean, New Jersey 07712

The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on parity between the parties and any presumption for resolving ambiguities against the drafter shall not apply.

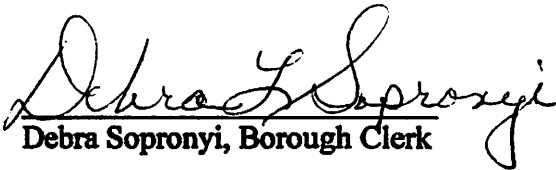
**XV. COUNTERPART SIGNATURE.**

This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately upon delivery of a facsimile counterpart, the sending party shall deliver a counterpart with the original execution page.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year appearing below their names.

ATTEST:

**THE BOROUGH OF HIGHTSTOWN**

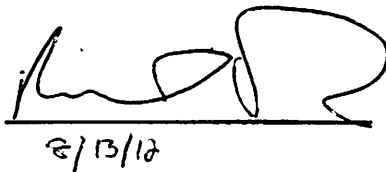
  
Debra Sopronyi, Borough Clerk

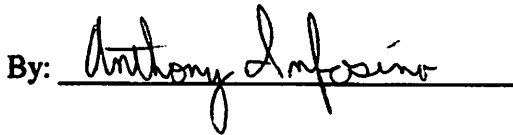
By:   
Hon. Steven Kirson, Mayor

Dated: August 13, 2012

WITNESS:

**HABITAT FOR HUMANITY INC.**

  
8/13/12

By: 

Dated: August 13, 2012

STATE OF NEW JERSEY :  
: ss.  
COUNTY OF MERCER :

I CERTIFY that on Monday August 13 2012, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Anthony Infesino and this person acknowledged under oath, to my satisfaction, that:

- <sup>President 08/13/2012</sup>
- (a) this person is the ~~Secretary~~ of Habitat for Humanity Millstone Basin Affiliate, a New Jersey Corporation, the maker named in the within instrument;
  - (b) this person is the attesting witness to the signing of this document by the proper corporate officer, who is Anthony Infesino;
  - (c) this document was signed and delivered by the Corporation as its voluntary act, and was duly authorized;
  - (d) this person well and truly knows the corporate seal which was affixed to this document; and
  - (e) this person signed this proof to attest to the truth of these facts.

Anthony Infesino  
~~Secretary~~ President of Millstone Basin Area Habitat for Humanity

Sworn to and subscribed before me  
this 13 day of AUGUST, 2012

Susan D Jackson  
SUSAN D JACKSON  
NOTARY PUBLIC  
State of New Jersey  
My Comm. Exp. 6-13-2017

STATE OF NEW JERSEY :  
 : ss.  
COUNTY OF MERCER :

I CERTIFY that on August 13, 2012 2012, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Debra Sopronyi, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Municipal Clerk of the Borough of Hightstown, a New Jersey Municipal Corporation, the maker named in the within instrument;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer, who is Steven Kirson, the Mayor of the Borough;

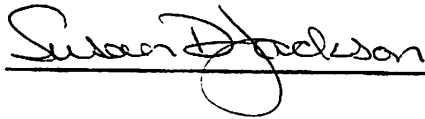
(c) this document was signed and delivered by the Corporation as its voluntary act, duly authorized by a proper Resolution (Resolution # 2012-201) of the Mayor and Council of the Borough, a copy of which is attached hereto as Schedule A;

(d) this person well and truly knows the corporate seal which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

  
Debra Sopronyi, Municipal Clerk

Sworn to and subscribed before me  
this 13 day of August, 2012

  
\_\_\_\_\_

SUSAN D JACKSON  
NOTARY PUBLIC  
State of New Jersey  
My Comm. Exp. 6-13-2017

**FIRST AMENDMENT TO  
AFFORDABLE HOUSING AGREEMENT**

This First Amendment to the Affordable Housing Agreement, made this 19<sup>th</sup> day of JUNE, 2017, by and between:

**THE BOROUGH OF HIGHTSTOWN**, a municipal corporation in the County of Mercer and State of New Jersey, having its principal office located at 156 Bank Street, Hightstown, New Jersey 08520, also referenced as the "Borough"; and

**HABITAT FOR HUMANITY MILLSTONE BASIN AFFILIATE**, having its principal office located at 120 South Main Street, Hightstown, New Jersey 08520, also referenced as "Habitat."

**RECITALS:**

**WHEREAS**, the Borough and Habitat are parties to an existing Affordable Housing Agreement (the "Agreement") dated August 13, 2012, whereby the Borough agreed to contribute the sum of \$200,000.00 (Two Hundred Thousand and 00/100 Dollars) from the Borough's Affordable Housing Trust Fund to Habitat as a subsidy in order to facilitate the construction of two (2) single-family duplex affordable units as part of a development project to be constructed on South Academy Street, more specifically located at Block 40, Lots 22, 23 and 24 on the Borough's Official Tax Map; and

**WHEREAS**, the said affordable housing units will assist the Borough to comply with its Third Round affordable housing obligation(s); and

**WHEREAS**, pursuant to the Agreement, the total contribution referenced above was to be made in four (4) separate installment payments in the amount of \$50,000.00 (Fifty Thousand and 00/100 Dollars) each, at specified intervals of completion, with each disbursement representing twenty-five percent (25%) of the total subsidy; and

**WHEREAS**, the parties have agreed that Paragraph V of the said Agreement shall be amended in order to revise the timing associated with payment of the third installment to Habitat, such that said installment will be split into two partial payments of \$25,000.00 (Twenty-five Thousand and 00/100 Dollars) each, payable as specified herein; and

**WHEREAS**, per Habitat's representation(s), this amendment (and the release of certain funding to Habitat immediately, as specified herein) will allow Habitat to ensure that the duplex structure is fully enclosed so that it will be protected from the elements, such that the Habitat volunteers will then be able to work on the interior of the project during the upcoming winter

months; and

WHEREAS, the parties wish to memorialize this understanding as set forth below.

**WITNESSETH:**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Borough and Habitat have agreed that Paragraph V of the Affordable Housing Agreement previously executed by the parties on August 13, 2012 shall hereby be amended to read as follows (deletions to the original Agreement are shown in ~~strikeout~~; additions are shown with underline):

**V. FUNDING.**

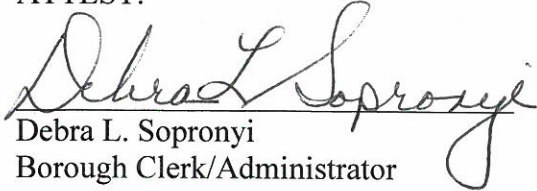
Hightstown agrees to provide a subsidy for the construction of two (2) of the four (4) affordable housing units at the Property in the amount of \$200,000.00 (Two Hundred Thousand and 00/100 Dollars) (referenced as the "subsidy"), representing \$100,000.00 (One Hundred Thousand and 00/100 Dollars) for each unit. Hightstown will transfer the agreed-upon subsidy as follows: Twenty-five percent (25%) of the subsidy shall be provided at the time of building permit issuance; Twenty-five percent (25%) of the subsidy shall be provided at the time of commencement of construction of the building foundation; ~~Twenty-five percent (25%) of the subsidy shall be provided at the time that the building is fully enclosed, with windows and doors installed;~~ Twelve and one-half percent (12.5%) of the subsidy shall be provided immediately following the execution of this "First Amendment to Affordable Housing Agreement"; Twelve and one-half percent (12.5%) of the subsidy shall be provided at the time that the building is fully enclosed, with windows and doors installed; and the final Twenty-five percent (25%) of the subsidy shall be provided at the time of issuance of the final Certificate of Occupancy for the second of the two (2) affordable units that the Borough is subsidizing.

The parties further agree that all other terms and conditions contained in the initial Affordable Housing Agreement dated August 13, 2012 shall remain in full force and effect without modification.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year appearing below their names.

ATTEST:

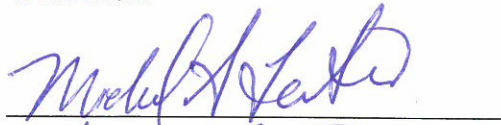
  
Debra L. Sopronyi  
Borough Clerk/Administrator

THE BOROUGH OF HIGHTSTOWN

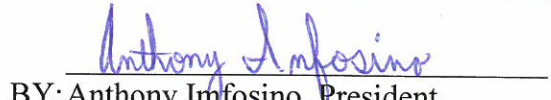
  
BY: Hon. Lawrence D. Quattrone, Mayor

Dated: \_\_\_\_\_

WITNESS:

  
Michael A. Timmo

HABITAT FOR HUMANITY  
MILLSTONE BASIN AFFILIATE

  
BY: Anthony Imfosino, President  
Millstone Basin Area Habitat for Humanity

Dated: 08-10-2017



Borough of Hightstown  
 156 Bank Street  
 Hightstown, NJ 08520  
 609-4905100

Block: 40 Lot: 28 Qual: \_\_\_\_\_  
 Work Site Location: 250 South Academy St  
 Hightstown, NJ 08520  
 Owner in Fee: Millstone Basin Habitat for Humanity  
 Address: 120 Main St.  
 Hightstown NJ 08520  
 Telephone: 609 448-4422  
 Agent/Contractor: Millstone Basin Habitat for Humanity  
 Address: 120 Main St.  
 Hightstown NJ 08520  
 Telephone: 609 448-4422  
 Lic. No./ Bldrs. Reg.No.: \_\_\_\_\_ Federal Emp. No.: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

*George Chin*  
 \_\_\_\_\_  
 George Chin Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 12/23/2010  
 Control #: 8275  
 Permit #: 20100026

Home Warranty No: \_\_\_\_\_  
 Type of Warranty Plan:  State  Private  
 Use Group: R-5  
 Maximum Live Load: 40  
 Construction Classification: 5B  
 Maximum Occupancy Load: 4  
 Certificate Exp Date: \_\_\_\_\_  
 Description of Work/Use: HABITAT FOR HUMANITY 3 BEDROOM HOUSE

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Fees: \$108.00

Paid  Check No.: 1608

Collected by: AG



Borough of Hightstown  
 156 Bank Street  
 Hightstown, NJ 08520  
 609-4905100

Block: 40 Lot: 22.03 Qual: \_\_\_\_\_  
 Work Site Location: 230 S Academy St  
Hightstown Borough  
 Owner in Fee: Habitat for Humanity Millstone Basin Area  
 Address: 120 S Main St  
Hightstown NJ 08520  
 Telephone: 609 443-8744  
 Agent/Contractor: Millstone Basin Area Habitat for Humanity  
 Address: 120 Main St  
Hightstown NJ 08520  
 Telephone: 609 443-8744  
 Lic. No./ Bldrs. Reg.No.: \_\_\_\_\_ Federal Emp. No.: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

*George Chin*

George Chin Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 01/20/2022  
 Control #: 9341  
 Permit #: 20130027

Home Warranty No: \_\_\_\_\_  
 Type of Warranty Plan:  State  Private  
 Use Group: R-5  
 Maximum Live Load: 40  
 Construction Classification: 5B  
 Maximum Occupancy Load: 4  
 Certificate Exp Date: \_\_\_\_\_  
 Description of Work/Use: 1,304sf, 3 bedroom, 2 story house by Habitat for Humanity

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work  
 Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Fees: \$55.00

Paid  Check No.: 1775

Collected by: AG





Borough of Hightstown  
 156 Bank Street  
 Hightstown, NJ 08520  
 609-4905100

Block: 40 Lot: 22.04 Qual: \_\_\_\_\_  
 Work Site Location: 232 S Academy St  
Hightstown Borough  
 Owner in Fee: Habitat for Humanity Millstone Basin Area  
 Address: 120 S Main St  
Hightstown NJ 08520  
 Telephone: 609 443-8744  
 Agent/Contractor: Millstone Basin Area Habitat for Humanity  
 Address: 232 S Academy St  
Hightstown NJ 08520  
 Telephone: 609 443-8744 Federal Emp. No.: \_\_\_\_\_  
 Lic. No./ Bldrs. Reg.No.: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:



George Chin Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 10/28/2021  
 Control #: 9342  
 Permit #: 20130025

Home Warranty No: \_\_\_\_\_  
 Type of Warranty Plan:  State  Private  
 Use Group: R-5  
 Maximum Live Load: 30  
 Construction Classification: 5B  
 Maximum Occupancy Load: 4  
 Certificate Exp Date: \_\_\_\_\_  
 Description of Work/Use: 1,324sf, 3 bedroom, 2 story house by Habitat for Humanity

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Fees: \$55.00

Paid  X  Check No.: 1775

Collected by: AG

6c

Mercer County Clerk's Office

Return To:

FIRST AMERICAN TITLE INS CO  
PO BOX 327  
PLAINSBORO NJ 08536

MILLSTONE BASIN AREA HABITAT  
HUMANITY INC  
REGENTHAL  
FRANK W

Index DEEDS  
Book 06090 Page 0917  
No. Pages 0008  
Instrument SR CIT/LOW MOD  
Date : 1/12/2011  
Time : 12:28:52  
Control # 201101120144  
INST# RD 2011 001603  
Employee ID KWISNIEW

Detail

RECORDING	\$	30.00	Consideration Amount\$	95,000.00
RECORDING	\$	30.00		
DD2 T1 CO	\$	95.00	RTF Sr/Lo/Mod Tier 1\$	95.00
DD2 T2 NPN	\$	.00		
DARM \$3	\$	21.00	RTF Sr/Lo/Mod Tier 2\$	.00
DARM \$3	\$	3.00		
NMD1PA	\$	14.00		.00
NJPRPA	\$	2.00		
	\$	.00	Total	\$ 95.00
Total:	\$	195.00		

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE:\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\* IT CONTAINS ALL RECORDING INFORMATION \*  
\*\*\*\*\*

Paula Sollami-Covello  
Mercer County Clerk



1

Acct 36  
record and return:  
1704452  
GENERAL LAND ABSTRACT CO.  
P.O. Box 327  
Plainsboro, NJ 08536-0327

DD2 7pgs.  
100.00 #36  
RTF 95.00  
ck. 3452  
APPENDIX A

Prepared by: Greg R. Muszynski, Esq.  
Masson & Kurs P.A.

MANDATORY DEED FORM FOR OWNERSHIP UNITS

New Construction  
Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt

THIS DEED is made on this the 3rd day of December, 2010 by and between

Millstone Basin Area Habitat for Humanity, Inc. shoes mailing address is P.O. Box 178 Cranbury, New Jersey 08512 (Grantor) and,

Frank W. Regenthal and Jamie A. Regenthal, husband and wife, whose address is about to be 250 South Academy Street, Hightstown, New Jersey 08520 (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Ninety Five Thousand (\$95,000.00) Dollars and No/Cents, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Hightstown, County of Mercer, State of New Jersey, and described more specifically as Block No. 40 Lot No. 28 and known by the street address: 250 South Academy Street

The legal description is attached hereto as Schedule "A" and made part hereof.

Being the same premises conveyed to Grantor, by deed from Borough of Hightstown, which deed is dated October 22, 2009, and recorded on October 30, 2009, in the Mercer County Clerk's office in Deed Book 6024, at page 239.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

**SCHEDULE C  
LEGAL DESCRIPTION**

Commitment No.: 3471-1704452-PRC

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Hightstown, County of Mercer, State of New Jersey:

Beginning at a point in the Westerly line of South Academy Street, 40.00 feet wide, said point being distant 96.60 feet Northerly from the intersection of the Northwestern line of Railroad Avenue with the said Westerly line of South Academy Street, and running; thence

- 1) North 75 degrees 00 minutes West, a distance of 119.00 feet to a point; thence
- 2) South 15 degrees 00 minutes West, a distance of 39.50 feet to a point; thence
- 3) South 75 degrees 00 minutes East, a distance of 119.00 feet to a point in the Westerly line of South Academy Street; thence
- 4) Along said Westerly line of South Academy Street, North 15 degrees 00 minutes East, a distance of 39.50 feet to the point and place of Beginning.

As shown on a plan prepared by A-1 Land Surveys, Inc., dated November 17, 2010, File No. 110-45727.

NOTE FOR INFORMATION ONLY: Being Lot(s) 28, Block 40 Tax Map of the Borough of Hightstown, County of Mercer



Article 4.

Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by George Chin, Borough of Hightstown, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5.

Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Tara Roche, Vice President

Signed, sealed and delivered in the presence of or attested by:

Gwen D. Boardman [ seal ]

\_\_\_\_\_ [ seal ]

\_\_\_\_\_ [ seal ]

\_\_\_\_\_ [ seal ]

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Mercer

I am either (check one) \_\_\_ a Notary Public or \_\_\_ a Attorney, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 3 day of December, 2010. Tara Roche appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Name(s)  
Millstone Basin Area, Habitat for Humanity

Current Resident Address:

Street: P. O. Box 178,

City, Town, Post Office State Zip Code

Cranbury NJ 08512

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)	Lot(s)	Qualifier
40	28	

Street Address:  
250 South Academy Street

City, Town, Post Office State Zip Code

Hightstown Nj 08520

Seller's Percentage of Ownership Consideration Closing Date

100% \$95,000.00 12/3/10

**SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)**

- I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
- I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
- The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
- The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
- No non-like kind property received.
- Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

3 December 2010  
Date

December 3, 2010  
Date

[Signature]  
Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

[Signature]  
Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Mercer } SS. County Municipal Code 1104

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Hightstown \*Use symbol "C" to indicate that fee is exclusively for county use

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, Tara Roche, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Legal Representative in a deed dated December 3, 2010 transferring real property identified as Block number 40 Lot number 28 located at 250 South Academy Street, Hightstown, New Jersey and annexed thereto.

(2) CONSIDERATION \$ 95,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one) If property transferred is Class 4A, calculation in Section 3A below is required

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side) Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A SENIOR CITIZEN Grantor(s) 62 years of age or over.
B BLIND PERSON Grantor(s) legally blind or;
DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria
Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
One or two-family residential premises Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
Affordable according to H.U.D. standards. Reserved for occupancy
Meets income requirements of region. Subject to resale controls

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)
Entirely new improvement Not previously occupied.
Not previously used for any purpose. NEW CONSTRUCTION printed clearly at top of first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
No prior mortgage assumed or to which property is subject at time of sale
No contributions to capital by either grantor or grantee legal entity
No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 3 day of December, 20 10

Greg R. Muszynski Esq Attorney-At-Law

Signature of Deponent
P. O. Box 178, Cranbury NJ
Deponent Address
Last three digits in Grantor's Social Security Number XXX-XXX-10335

Habitat for Humanity Millstone Basin Area
Grantor Name
P. O. Box 178, Cranbury, NJ
Grantor Address at Time of Sale
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to STATE OF NEW JERSEY PO BOX 251 TRENTON, NJ 08695-0251 ATTENTION: REALTY TRANSFER FEE UNIT

VOL 6090 PG 923



This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ 95,000.00.

Greg R. Muszynski, Esq  
Officer's signature: Sign above, and print stamp or type name below Greg R. Muszynski  
Attorney - At - Law

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of Mercer

I am either (check one)  a Notary Public or  a Attorney, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the 3 day of December, 2010, Gwen Slatas (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the Board Member ~~secretary~~ of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. Tara Roche, the officer who signed this Deed is the (title) Vice President of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ 95,000.00.

Sworn and signed before me on the date above written:

Gwen Slatas  
Witness: Sign above and print or type name below

Greg R. Muszynski, Esq  
Officer's signature: Sign above, and print stamp or type name below  
Greg R. Muszynski, Esq  
Attorney - At - Law

In compliance with the statute I have presented an abstract of the within to the Assessor of the taxing district therein mentioned.  
PAULA SOLLAMI-COVELLO  
MERCER COUNTY CLERK



**Mercer County  
Document Summary Sheet**

MERCER COUNTY CLERK

MERCER COUNTY COURTHOUSE  
209 SOUTH BROAD STREET  
TRENTON NJ 08650

INSTR # 2021074988  
D BK 6468 PG 1309  
RECORDED 12/21/2021 10:16:22 AM  
PAULA SOLLAMI COVELLO, COUNTY CLERK  
MERCER COUNTY, NEW JERSEY  
RTF TOTAL TAX 180.00

**Official Use Only**

**Transaction Identification Number**

5783988

6915497

**Submission Date**(mm/dd/yyyy)

12/16/2021

**No. of Pages** (excluding Summary Sheet)

9

**Recording Fee** (excluding transfer tax)

\$120.00

**Realty Transfer Tax**

\$180.00

**Total Amount**

\$300.00

**Document Type**

DEED - SENIOR CITIZEN

**Municipal Codes**

HIGHTSTOWN BOROUGH

HIB

**Batch Type**

L2 - LEVEL 2 (WITH IMAGES)

368265

**Return Address** (for recorded documents)

ACW ABSTRACT, LLC

10000 LINCOLN E DR STE 201

MARLTON, NJ 08053

**Additional Information (Official Use Only)**

**\* DO NOT REMOVE THIS PAGE.**

**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MERCER COUNTY FILING RECORD.  
RETAIN THIS PAGE FOR FUTURE REFERENCE.**





**Mercer County  
Document Summary Sheet**

<b>DEED - SENIOR CITIZEN</b>	<b>Type</b>	DEED - SENIOR CITIZEN				
	<b>Consideration</b>	\$162,000.00				
	<b>Submitted By</b>	SIMPLIFILE, LLC. (SIMPLIFILE)				
	<b>Document Date</b>	11/18/2021				
	<b>Reference Info</b>					
	<b>Book ID</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>	
	<b>GRANTOR</b>	<b>Name</b>			<b>Address</b>	
		HABITAT FOR HUMANIT FORMERLY KNOWN AS MILLSTONE BASIN AREA HABITAT FOR				
		HABITAT FOR H MILLSTONE BASIN AREA				
	<b>GRANTEE</b>	<b>Name</b>			<b>Address</b>	
		SHANIKE D BROWN				
	<b>Parcel Info</b>					
	<b>Property Type</b>	<b>Tax Dist.</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Municipality</b>
	HI	40	22.04		HIB	

**\* DO NOT REMOVE THIS PAGE.  
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MERCER COUNTY FILING RECORD.  
RETAIN THIS PAGE FOR FUTURE REFERENCE.**

**Record and Return to:**  
**CGP&H**  
**Att. Ximena Calle**  
**1249 South River Road, Suite 301**  
**Cranbury, NJ 08512**

Prepared by: Ximena Calle

APPENDIX A

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed – New Construction

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt

THIS DEED is made on November 18, 2021, by and between Habitat for Humanity of Burlington and Mercer Counties (formerly known as Millstone Basin Area, Habitat for Humanity), a New Jersey Corporation (Grantor), having offices presently located at 530 Route 38 East, Maple Shade, NJ, 08052 and Shanika D. Brown, unmarried (Grantee), whose address is about to be 232 South Academy Street Hightstown, NJ 08520

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of **One Hundred and Sixty Two Thousand, 00/100 Dollars (\$162,000.00)**, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2 hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land and improvements thereon that is located in the Borough of Hightstown, County of Mercer, State of New Jersey, and described more specifically as Block

058682.000000.7449098\_1

No. 40 Lot No. 22.04 and known by the street address: 232 South Academy Street, Hightstown, NJ 08520, as more particularly described in Schedule A attached hereto (attach metes and bounds description - "Schedule A.")

Being the same land conveyed to Millstone Basin Area, Habitat for Humanity, by deed from DM Properties, Inc., Shri O. Dalal, President, dated October 6, 2010, recorded December 28, 2010, in the Clerk's Office of the County of Mercer, New Jersey, in Deed Book 6088, page 35 and covering premises in question along with other lands and by Subdivision Map No. 4108 for Lot 22.04.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Hightstown Borough administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent"). This Property is available for purchase only to families listed as "Moderate Income" qualified.
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.
- H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.
- I. The Affordable Unit at the Property is subject to a 30-year affordability control period that commenced on the date of first conveyance of title, which is **November 18, 2021**, of this Affordable Unit governed by this Declaration to a certified affordable purchaser who has executed the documents required by N.J.S.A. 5:80-26.1 et seq.

Article 5. Remedies for Breach of Affordable Housing Covenants

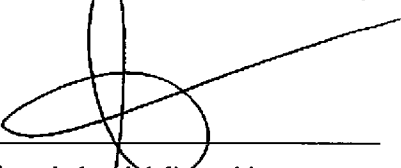
A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies

provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

  
\_\_\_\_\_  
Signed, sealed and delivered in  
the presence of or attested by:

Habitat for Humanity of Burlington and Mercer Counties

  
\_\_\_\_\_  
Lori Leonard, Chief Executive Officer

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of Burlington

I am either (check one)  a Notary Public or \_\_\_ a \_\_\_\_\_, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the \_\_\_ day of 11/18, 2021 (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

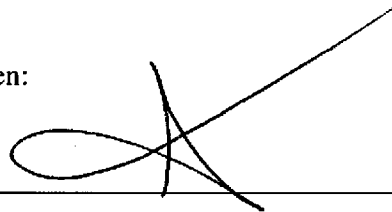
1. The Witness is the \_\_\_\_\_ secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").



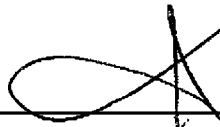
2.                     **Lori Leonard**                    , the officer who signed this Deed is the (title) Chief Executive Officer of the Corporation (hereinafter the "Corporate Officer").
  
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
  
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$162,000.00.

Sworn and signed before me on the date above written:




*Witness: Sign above and print or type name below*



*Officer's signature: Sign above, and print stamp or type name below*

**Gabrielle L. Bergman**  
**Notary Public**  
**New Jersey**  
**My Commission Expires 1-24-2023**

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule C</b>	<b>ACW-1358</b>

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MERCER, STATE OF NEW JERSEY AND IS DESCRIBED AS FOLLOWS:

**ALL that certain lot, parcel or tract of land, situate and lying in the Borough of Hightstown, County of Mercer, State of New Jersey, and being more particularly described as follows:**

**BEING Lot 22.04, Block 40 as shown on subdivision Plat Map No. 4108, prepared by Langan Engineering.**

**BEING Lot 22.04, Block 40 as shown on the Tax Map.**

**FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 22.04 in Block 40 on the Borough of Hightstown Tax Map.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.*

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**State of New Jersey  
Seller's Residency Certification/Exemption**

**Seller's Information**

Name(s) **Habitat for Humanity of Burlington and Mercer Counties, Inc. , a non profit of the State of New Jersey**  
 Current Street Address **530 Route 38 East**  
 City, Town, Post Office **Maple Shade** State **NJ** ZIP Code **08052**

**Property Information**

Block(s) **40** Lot(s) **22.04** Qualifier  
 Street Address **232 South Academy Street**  
 City, Town, Post Office **Hightstown** State **New Jersey** ZIP Code **08520**

Seller's Percentage of Ownership <b>100</b>	Total Consideration <b>162,000.00</b>	Owner's Share of Consideration <b>162,000.00</b>	Closing Date <b>11/18/21</b>
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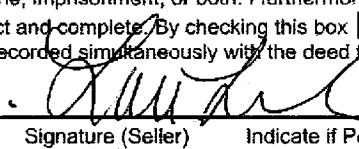
**Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)**

1.  Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3.  Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6.  The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7.  The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.  
 Seller did not receive non-like kind property.
8.  The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed is dated prior to August 1, 2004, and was not previously recorded.
11.  The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12.  The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13.  The property transferred is a cemetery plot.
14.  The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15.  The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16.  The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

**Seller's Declaration**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

**November 18, 2021**



**Lori Leonard, CEO**

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Mercer } SS. County Municipal Code 1104

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Borough of Hightstown \*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, Lori Leonard, CEO, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor in a deed dated 11/18/2021 transferring real property identified as Block number 40 Lot number 22.04 located at 232 South Academy Street, Borough of Hightstown, Mercer and annexed thereto.

(2) CONSIDERATION \$ 162,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s).

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over.
B. BLIND PERSON Grantor(s) legally blind or,
DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
One or two-family residential premises. Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- Affordable according to H.U.D. standards. Reserved for occupancy.
Meets income requirements of region. Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

- Entirely new improvement. Not previously occupied.
Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- No prior mortgage assumed or to which property is subject at time of sale.
No contributions to capital by either grantor or grantee legal entity.
No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 18th day of November, 2021

Gabrielle L. Bergman
Notary Public
New Jersey
My Commission Expires 1-24-2023

Signature of Deponent
530 Route 38 East
Maple Shade, NJ 08052
Deponent Address
XXX-XXX-1111
Last three digits in Grantor's Social Security Number
Habitat for Humanity of Burlington and Mercer Counties, Inc., a non profit of the
Grantor Name
530 Route 38 East
Maple Shade, NJ 08052
Grantor Address at Time of Sale
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 261
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/tpf/localtax.shtml.

APPENDIX G  
WILLIAM STREET  
DOCUMENTATION



Borough of Hightstown  
 156 Bank Street  
 Hightstown, NJ 08520  
 609-4905100

Block: 13 Lot: 24.02 Qual: 3  
 Work Site Location: 132C William St  
Hightstown, NJ 08520  
 Owner in Fee: Perry Lot 02 LLC  
 Address: 104 Leonard St  
Lakewood NJ 08701  
 Telephone: 732 730-9049  
 Agent/Contractor: Baron Builders LLC  
 Address: 104 Leonard St  
Lakewood NJ 08701  
 Telephone: 732 730-9049  
 Lic. No./ Bldrs. Reg.No.: 043652 Federal Emp. No.: 27-0407837  
 Social Security No.: \_\_\_\_\_

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

*George Chin*

George Chin Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 07/18/2017  
 Control #: 9820  
 Permit #: 20150197

Home Warranty No: \_\_\_\_\_  
 Type of Warranty Plan:  State  Private  
 Use Group: R-5  
 Maximum Live Load: 40  
 Construction Classification: 5B  
 Maximum Occupancy Load: 4  
 Certificate Exp Date: \_\_\_\_\_

Description of Work/Use: Change of use of existing building from storage use to a three bedroom single family house.

Undata Desc. of Work/Use: Plumbing for three bedroom single family townhouse Unit C Install

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Fees: \$100.00

Paid[ X ] Check No.: 1008

Collected by: SB





Borough of Hightstown  
 156 Bank Street  
 Hightstown, NJ 08520  
 609-4905100

Block: 13 Lot: 24.02 Qual: 5  
 Work Site Location: 132E William St  
Hightstown, NJ 08520  
 Owner in Fee: Perry Lot 02 LLC  
 Address: 104 Leonard St  
Lakewood NJ 08701  
 Telephone: 732 730-9049  
 Agent/Contractor: Baron Builders LLC  
 Address: 104 Leonard St  
Lakewood NJ 08701  
 Telephone: 732 730-9049  
 Lic. No./ Bldrs. Reg.No.: 043652 Federal Emp. No.: 27-0407837  
 Social Security No.:

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This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

*George Chin*

George Chin Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 07/18/2017  
 Control #: 9822  
 Permit #: 20150193

Home Warranty No:  
 Type of Warranty Plan:  State  Private  
 Use Group: R-5  
 Maximum Live Load: 40  
 Construction Classification: 5B  
 Maximum Occupancy Load: 3  
 Certificate Exp Date:

Description of Work/Use: Change of use of existing building from storage use to a two bedroom single family house.

Trade Data Desc of Work/Use: Plumbing for two bedroom single family townhouse Unit F Install

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$100.00

Paid  Check No.: 1008

Collected by: SB



Borough of Hightstown  
 156 Bank Street  
 Hightstown, NJ 08520  
 609-4905100

Block: 13 Lot: 24.02 Qual: 6  
 Work Site Location: 132F William St  
Hightstown, NJ 08520  
 Owner in Fee: Perry Lot 02 LLC  
 Address: 104 Leonard St  
Lakewood NJ 08701  
 Telephone: 732-730-9049  
 Agent/Contractor: Baron Builders LLC  
 Address: 104 Leonard St  
Lakewood NJ 08701  
 Telephone: 732-730-9049  
 Lic. No./ Bldrs. Reg.No.: 043652 Federal Emp. No.: 27-0407837  
 Social Security No.: \_\_\_\_\_

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

*George Chin*

George Chin Construction Official

**CERTIFICATE IDENTIFICATION**

Date Issued: 07/18/2017  
 Control #: 9823  
 Permit #: 20150194

Home Warranty No: \_\_\_\_\_

Type of Warranty Plan:  State  Private

Use Group: \_\_\_\_\_

Maximum Live Load: 40

Construction Classification: 5B

Maximum Occupancy Load: 3

Certificate Exp Date: \_\_\_\_\_

Description of Work/Use: Change of use of existing building from storage use to a two bedroom single family house.

Under the Name of: WL/Flce. Plumbing for two bedroom single family townhouse Unit F. Inset 11

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$100.00

Paid  Check No.: 1008

Collected by: SB



**INSTR # 2018004042**  
 D BK 6315 PG 473 Pgs 473 - 480 (8 pgs)  
 RECORDED 01/30/2018 10:19:51 AM  
 PAULA SOLLAMI COVELLO, COUNTY CLERK  
 MERCER COUNTY, NEW JERSEY



**Mercer County  
 Document Summary Sheet**

Mercer County Clerk  
 PO Box 8068  
 240 West State Street  
 6th Floor  
 Trenton NJ 08650

**Return Name and Address**  
 Frederick C. Raffetto, Esq.  
 Ansell Grimm & Aaron, P.C.  
 1500 Lawrence Avenue  
 CN 7807  
 Ocean, NJ 07712

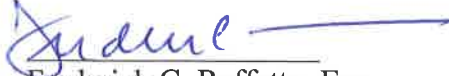
Official Use Only

<b>Submitting Company</b>		Ansell Grimm & Aaron, P.C.			
<b>Document Date (mm/dd/yyyy)</b>					
<b>Document Type</b>		Deed Restriction			
<b>No. of Pages of the Original Signed Document (Including the cover sheet)</b>		8			
<b>Consideration Amount (If applicable)</b>					
<b>First Party</b> <i>(Grantor or Mortgagor or Assignor)</i> <i>(Enter up to five names)</i>	<b>Name(s)</b>	<i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>		<b>Address (Optional)</b>	
	Borough of Hightstown		156 Bank Street Hightstown, NJ 08520		
<b>Second Party</b> <i>(Grantee or Mortgagee or Assignee)</i> <i>(Enter up to five names)</i>	<b>Name(s)</b>	<i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>		<b>Address (Optional)</b>	
	Perry Lot 02 Limited Liability Company  Shaya Britz		104 Leonard Street Lakewood, NJ 08701 1D Carnation Dr. Lakewood, NJ 08701		
<b>Parcel Information</b> <i>(Enter up to three entries)</i>	<b>Municipality</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Property Address</b>
	Borough of Hightstown	13	24.02		132A-132F William St.
<b>Reference Information</b> <i>(Enter up to three entries)</i>	<b>Book Type</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>

DDS \$11,000 - 117304

Record & Return to:  
Frederick C. Raffetto, Esq.  
Ansell Grimm & Aaron, P.C.  
1500 Lawrence Ave.  
CN 7807  
Ocean, NJ 07712

Prepared By:

  
Frederick C. Raffetto, Esq.

APPENDIX E-2

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY  
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To Rental Property  
With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this 23<sup>rd</sup> day of January, 2018, by and between:

**Borough of Hightstown**, a municipal corporation of the State of New Jersey, with offices located at 156 Bank Street, Hightstown, New Jersey 08520 (the "Borough"); and

**Perry Lot 02 Limited Liability Company**, having offices at 104 Leonard Street, Lakewood, New Jersey 08701 and **Shaya Britz**, with an address of 1D Carnation Drive, Lakewood, New Jersey 08701, as tenants in common (collectively referenced as the "Owner"), each having a 50% ownership interest in and to the property located at **132A-132F William Street (Block 13, Lot 24.02)** within the Borough (the "Property"), which Property shall be the site of a residential low and moderate-income rental housing project (the "Project"), to be developed by the Owner as the developer/sponsor thereof, along with all successors in interest or title to the Property; and

**Rehabco, Inc.**, the Borough's Affordable Housing Administrative Agent (the "Administrative Agent"), with an address of 470 Mantoloking Road, Brick, New Jersey 08723, or its successors.



WITNESSETH

Article 1. Consideration.

In consideration of benefits and/or right to develop received by the Owner from the Borough regarding this rental Project, the Owner and all successors in interest or title to the Property, hereby agrees to abide by the Covenants, terms and conditions set forth in this Deed Restriction, with respect to the Property, for the Control Period specified in Article 3 below.

Article 2. Description of Property Subject to Restriction.

The Property to be restricted pursuant to the within Deed Restriction consists of a portion of the improvements located on the land known as **Block 13, Lot 24.02** on the official Hightstown Borough Tax Map, and known by the following street address: **132A-132F William Street, Hightstown, New Jersey 08520**, located in the Borough of Hightstown, County of Mercer, State of New Jersey;

More specifically, this Deed Restriction relates to the following three (3) individual dwelling rental apartment units to be located at the Property and identified as follows:

1. Unit C
2. Unit E
3. Unit F

Being a portion of the same premises conveyed to Perry Lot 02 Limited Liability Company, by deed from Seymour Investment LLC, dated September 11, 2013, recorded October 16, 2013 in the Mercer County Clerk's/Register's office in Deed Book 6180, Page 1556.

Being also a portion of the same premises conveyed to Shaya Britz, as to a 50% interest and Perry Lot 02 Limited Liability Company, as to an undivided 50% interest, as tenants in common, by deed from Perry Lot 02 Limited Liability Company, dated December 4, 2017, recorded December 12, 2017 in the Mercer County Clerk's/Register's Office in Deed Book 6309, Page 1860.

Article 3. Affordable Housing Covenants.

The following covenants (the "Covenants") shall run with the land and be binding upon the Owner, as well as all successors in interest or title to the Property, and shall inure to the benefit of the Borough, for the period of time (the "Control Period") as determined under the Uniform Housing Affordability Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted dwelling unit at the Property shall remain subject to the requirements of this subchapter and those specifically set forth in the within Deed Restriction during the "Control Period" as set forth below, or until the Borough elects to release the unit from such requirements. Prior to such a municipal election, each restricted dwelling unit at the Property must remain subject to the requirements of this

subchapter and those specifically set forth herein for a period of at least **thirty (30)** years from the date of this Deed Restriction (representing the “Control Period”).

- a. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*) (referenced herein as the “Uniform Controls”).
- b. The restricted rental apartment units at the Property shall be used solely for the purpose of providing three (3) rental dwelling units for low- and moderate-income households (as more specifically provided below), and no commitment for any such dwelling unit(s) shall be given or implied, without exception, to any person who has not been certified as eligible for that unit in writing by the Administrative Agent. Rents charged for all of the restricted dwelling units at the Property shall not exceed prevailing acceptable rent levels for low- and moderate-income housing units, as applicable. So long as any restricted dwelling unit at the Property remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, whose approval shall not be unreasonably withheld. To that end, the Owner, and all successors in interest or title to the Property, shall notify the Administrative Agent of any potential intent to sell or transfer title to the Property before the earliest of the following occurs: the Property is offered for sale through a realtor, a contract to sell the Property is executed, or a Deed transferring title to the Property is executed.
- c. Of the three (3) rental dwelling units at the Property, two (2) units shall be rented to and occupied by **low**-income households (only), and one (1) unit shall be rented to and occupied by **moderate**-income households (only). Eligibility for the low- and moderate-income apartment units shall be determined by the Administrative Agent prior to the commencement of each tenancy, in accordance with the Uniform Controls and/or other established prevailing criteria, during the Control Period.
- d. No improvements, alterations or demolition may be undertaken at the Property that would affect the bedroom configuration of any of the restricted dwelling units. Any proposed improvements, alterations or demolition intended to be undertaken in any respect at the Property (other than ordinary maintenance and repairs) must be approved in advance and in writing by the Administrative Agent, whose approval shall not be unreasonably withheld.
- e. Should any of the three (3) restricted rental dwelling units at the Property be damaged by fire, vandalism, flood, or otherwise, the Owner, and all successors in interest or title to the Property, shall be required to undertake necessary repairs as quickly as possible so that the affected unit(s) may continue to be inhabited by

low- and moderate-income tenants, as applicable. All such repairs shall be approved by the Administrative Agent, whose approval shall not be unreasonably withheld.

- f. The Owner, and all successors in interest or title to the Property, shall notify the Administrative Agent and the Borough of any foreclosure action(s) filed with respect to the Property within five (5) business days of service upon the Owner or the Owner's successor(s) in interest or title.
- g. The Owner, and all successors in interest or title to the Property, shall notify the Administrative Agent and the Borough within three (3) business days of the filing of any petition for protection from creditors, bankruptcy or reorganization filed by or on behalf of the Owner or the Owner's successor(s) in interest or title.
- h. The Owner, and all successors in interest or title to the Property, shall be required to directly fund, at its/their own cost and expense, any and all reasonable fees incurred by the Administrative Agent that are associated with the Administrative Agent's responsibilities relating to the Property, or which are in any way related to oversight of the low- and moderate-income apartment units at the Property, for the entire duration of the Control Period. If the Owner or any successor(s) in interest or title to the Property fails to pay any reasonable fees that are due and owed to the Administrative Agent as set forth above, then the Borough and/or the Administrative Agent may pursue all remedies provided at law or equity, and the Borough and/or the Administrative Agent shall be entitled to recoup its/their legal fees. At the current time, for context purposes, the fee charged by the Administrative Agent for certifying the income level of a prospective tenant is Two Hundred and 00/100 Dollars (\$200.00).
- i. The Owner, and all successors in interest or title to the Property, agrees to cooperate in good faith with the Borough and the Administrative Agent in order to ensure that all of the three (3) restricted housing units at the Property continue to be operated in a manner which is consistent with the requirements of this Deed Restriction, as well as those prescribed by applicable New Jersey affordable housing rules and regulations, including the Uniform Controls, for the entire duration of the Control Period.
- j. The Owner, and all successors in interest or title to the Property, warrants and represents that any future mortgage(s), loan(s), refinancing, etc., taken against or secured by the Property during the Control Period shall be subject to the within Deed Restriction, including all of the requirements set forth herein. Moreover, the Owner, and all successors in interest or title to the Property, shall first provide advance notice and obtain the written approval of the Administrative Agent before any mortgage(s), loan(s) refinancing, etc., are executed against or secured by the Property during the Control Period. The Administrative Agent's approval shall not be unreasonably withheld.



- k. The Owner represents that it has satisfied any judgments which exist as of record against the Owner and/or the Property as of the date of execution of the within Deed Restriction.

Article 4. Remedies for Breach of Affordable Housing Covenants/Deed Restriction.

The parties hereto acknowledge and agree that a breach of the Covenants referenced in Article 3 above, or any breach of this Deed Restriction, will cause irreparable harm to the Borough, and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. As such, the parties agree that the following provisions shall apply:

- a. In the event of a threatened breach of any of the Covenants (or any provision of this Deed Restriction) by the Owner, or any successor in interest or title to the Property, the Administrative Agent and the Borough shall have all remedies provided at law or equity, including the right to seek immediate injunctive relief or specific performance, and the Administrative Agent and the Borough shall be entitled to damages and costs, including attorney's fees.
- b. Upon the occurrence of a breach of any of the Covenants (or any provision of this Deed Restriction) by the Owner, or any successor in interest or title to the Property, the Administrative Agent and the Borough shall have all remedies provided at law or equity, including the right to seek immediate injunctive relief, as well as forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants (or any provision of this Deed Restriction), or from any other violation of the Covenants (or any provision of this Deed Restriction), diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry onto the premises, all remedies provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, and specific performance, and the Administrative Agent and the Borough shall be entitled to damages and costs, including attorney's fees.

IN WITNESS WHEREOF, the Borough, the Owner and the Administrative Agent have executed this Deed Restriction in triplicate as of the date first above written.

WITNESS:

Debra L. Sopronyi  
DEBRA L. SOPRONYI,  
MUNICIPAL CLERK

BOROUGH OF HIGHTSTOWN

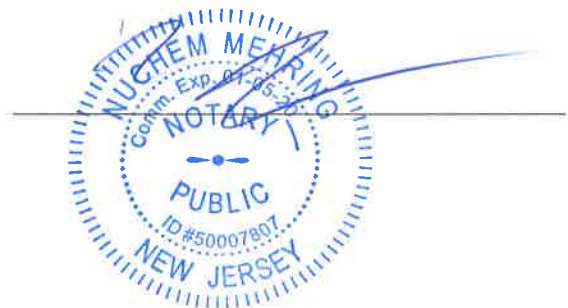
Lawrence D. Quattrone  
MAYOR LAWRENCE D. QUATTRONE

PERRY LOT 02 LIMITED LIABILITY  
COMPANY, Owner of an undivided 50%  
interest in the Property

Joseph J. Fried  
JOSEPH J. FRIED ESQ.

BY: Shimon Grinberger  
TITLE: Sole and Managing Member

Shimon Grinberger



Shaya Britz  
SHAYA BRITZ, Owner of a 50% interest in  
the Property

REHABCO, INC.,  
ADMINISTRATIVE AGENT

Frederick C. Raffetto  
FREDERICK C. RAFFETTO, ESQ.  
An Attorney at Law  
Of The State of New Jersey

BY: ERVIN OROSS, JR., PP, AICP, CPM

Ervin Oross, Jr.

ACKNOWLEDGEMENT AS TO **BOROUGH OF HIGHTSTOWN:**


On this 23<sup>rd</sup> day of January, 2018, before me came LAWRENCE D. QUATTRONE, known to me to be the Mayor of the Borough of Hightstown, the municipal corporation identified as such in the foregoing Agreement, who states that he has been duly authorized to execute the within Agreement on behalf of the Borough by virtue of a Resolution duly adopted by the Hightstown Borough Council, and that he has so executed the foregoing Agreement on behalf of the Borough of Hightstown for the purposes stated therein.

Margaret M. Riggs  
NOTARY PUBLIC

**MARGARET M RIGGS**  
**NOTARY PUBLIC**  
State of New Jersey  
My Comm. Exp. 6-13-2017

ACKNOWLEDGEMENT AS TO **OWNER:**

On this 16 day of Jan, 2018, before me came SHIMON GRINBERGER, known to me to be the duly authorized representative of Perry Lot 02 Limited Liability Company, Owner of an undivided 50% interest in the Property referenced in the within Agreement, who states that he has signed said Agreement on behalf of Perry Lot 02 Limited Liability Company for the purposes stated therein.

[Signature]  
NOTARY PUBLIC  


On this 16 day of Jan, 2018, before me came SHAYLA BRITZ, Owner of a 50% interest in the Property referenced in the within Agreement, who states that he has signed said Agreement for the purposes stated therein.

[Signature]  
NOTARY PUBLIC  


ACKNOWLEDGEMENT AS TO **ADMINISTRATIVE AGENT:**

On this 18<sup>th</sup> day of Jan., 2018, before me came Ervin Orass, Jr., known to me to be the duly authorized representative of Rehabco, Inc., the Affordable Housing Administrative Agent for the Borough of Hightstown, the municipal corporation identified as such in the foregoing Agreement, who states that he has signed said Agreement as an agent of the Borough, for the purposes stated therein and is fully authorized to do so.

[Signature]  
NOTARY PUBLIC

FREDERICK C. RAFFETTO, ESQ.  
An Attorney at Law  
Of The State of New Jersey

Williams Street Rental Property Report

Property: Property Address	Status	Number of Bedrooms	Income Level	Property: Record Type	Property Type
132E Williams Street	Rented	2	Low	Rental Unit	Apartment
132C Williams Street	Rental Pending	3	Moderate	Rental Unit	Apartment
132F Williams Street	Rented	2	Low	Rental Unit	Apartment

CTM rental report

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CGP&H

# APPENDIX H

## ORDONEZ PROPERTY DOCUMENTATION

**RESOLUTION 2006-02**

**ORDONEZ REALTY, LLC  
216-222 SOUTH ACADEMY STREET  
BLOCK 40, LOTS 20 AND 21  
PRELIMINARY AND FINAL SITE PLAN APPROVAL  
WITH USE VARIANCE TO CONSTRUCT A TRIPLEX UNIT**

**WHEREAS**, Ordonez Realty, LLC, 138 S. Main Street, Hightstown, New Jersey 08520 has applied for preliminary and final site plan approval, and related relief in order to construct a triplex unit on consolidated Lots 20 and 21. The applicant also requests use variance approval, as well as checklist waivers. Said property, known as Block 40, Lots 20 and 21, is located on South Academy Street in the Borough of Hightstown; and

**WHEREAS**, this application was the subject of a public hearing on May 8, 2006 at which time the applicant and all interested parties were provided the opportunity to be heard; and

**WHEREAS**, the Planning Board considered the testimony of the applicant's witnesses, considered all plans, the report of the Borough Engineer and other agencies, as well as all other documents submitted with this application and exhibits submitted at the public hearing.

Additionally, this decision is based on the representations of the applicant on the record of the public hearing; and

**WHEREAS**, the Planning Board finds as follows:

1. The subject property is located in the R-4 Residential District. Triplex housing is not a permitted use in this zoning district or any other Zoning District in the Borough.
2. The Applicant acquired the subject property from the Borough in a public open bid process.
3. The subject property is located within Sub Area 2 of the Borough's approved Redevelopment Plan. In particular, the Plan's objectives for the South Academy Street area are



to: (1) create new opportunities for homeownership in the Borough and (2) eliminate blighted, vacant units to stabilize the neighborhood. A specific plan for the Sub Area 2 has not yet been created.

4. This site plan requires several variances for front yard, (25 feet is required; 15 feet is provided); and impervious coverage (50 % is required; 60% is provided).

5. This application also necessitates consolidation of two existing lots into one lot. The lot will consist of 11,865 square feet, where 7,500 square feet is required for permitted uses in the R-4 District. The Borough's Tax Map for this area indicates that the average lot size is over 5,000 square feet and lot width of 65 feet. The applicant requests a use variance for the construction of one triplex building where triplex housing is not permitted. The lot is currently vacant and was formerly used for three residential units.

6. The Borough Engineer reviewed this application, including comments on stormwater management, concluding, among other things, that the drainage could be accommodated in a Borough drainage pipe adjacent to Lot 22.

7. The Applicant has agreed to accept title to the "gore" area containing the Borough's drainage pipe and to grant the Borough a perpetual easement for use of the drainage pipe; and

**WHEREAS**, the Planning Board finds that special reasons exist for the granting of the use variance sought by this application. The proposed construction of three residential units in the design submitted is consistent with the Borough's Master Plan and the objectives of the 2004 Redevelopment Plan approved by the Planning Board and the Borough Council. Further, the project is located in an area where small lots predominate

that the Planning Board and Council have determined to be in need of redevelopment due to the existing conditions of buildings and properties.

**WHEREAS**, the Planning Board believes the improvement of this area will be fostered by the development proposed by the applicant; and

**WHEREAS**, the Planning Board also finds that the relief sought may be granted without substantial detriment to the public good or substantial impairment of the Zone Plan and Zoning Ordinance. The improvement of this Academy Street area is entirely consistent with the goals of the Borough's 1998 Master Plan, the 2004 Redevelopment Plan and the 2005 Master Plan Reexamination Report.

**NOW, THEREFORE, BE IT RESOLVED**, that use variance relief permitting three units to be constructed in the configuration and design approved by the Planning Board on Lots 20 and 21, in Block 40, Preliminary and Final Site Plan approval and waivers be granted subjected to the following conditions:

1. Mercer County Planning Board approval, if applicable, and compliance with all other governmental, local, State and Federal laws.
2. The approval granted here permits one triplex unit to be built on the subject consolidated lot in the R-4 Zone, based on the plans and designs submitted.
3. Publication of the Notice of Decision in the official Borough newspaper.
4. Compliance with all applicable conditions of the Borough Engineer's Report, dated February 28, 2006.
5. At least one unit shall be designated an affordable housing unit consistent with NJCOAH requirements.
6. Submission of a revised Preliminary and Final Site Plans.

7. Submission of a landscape plan for approval by the Borough Engineer.
8. Submission of a lighting plan with no lighting from the second floor and no lighting fixtures in the parking lot for the Borough Engineer's approval.
9. The one way drive shall be 10 feet instead of 9 feet.
10. Submission of fencing/screening plan to be approved by the Borough Engineer.
11. Submission, execution and recording of an easement to the Borough of Hightstown, and permitting DM Properties, an adjacent owner, to connect to the storm sewer pipe located in the "gore" area.
12. If for sale units are proposed, the imposition of deed restrictions regarding the maintenance of all common elements and areas, including but not limited to, exteriors, landscaping, waste pick up and disposal and snow plowing.
13. Consolidation of Lots 20 and 21 into one Lot by Deed or Map filing.

This Resolution was adopted at a regularly scheduled meeting by the Planning Board of the Borough of Hightstown, held on June 12, 2006, memorializing the action taken by the Planning Board of the Borough of Hightstown at its regular meeting of May 8, 2006.

I hereby certify this to be a true copy of the Resolution adopted by the Planning Board at a meeting held on June 12, 2006.

---

Debbie Kolo, Planning Board Secretary

# APPENDIX I

## WATER AND SEWER CAPACITY TO SERVE



**Roberts**  
ENGINEERING GROUP LLC  
*Women Business Enterprise Certified*

1670 Whitehorse-Hamilton Square Rd.  
Hamilton, New Jersey 08690  
609-586-1141 fax 609-586-1143  
www.RobertsEngineeringGroup.com

March 18, 2022

Elaine Clisham, Planner  
Clarke Caton Hintz  
100 Barrack Street  
Trenton, NJ 08608

Re: Hightstown Borough Water and Sewer Capacity  
Housing Element and Fair Share Plan  
Borough of Hightstown, Mercer County, New Jersey  
Our File No.: H1759

Dear Elaine:

We have evaluated the Borough of Hightstown properties that are being considered for redevelopment as listed in your email dated February 7, 2022, and their potential impact on the Borough's water and sanitary sewer systems as shown in the attached table.

There are 11 existing units proposed for redevelopment for a future total of 318 units. Therefore, there is a net increase of 307 potential units which are expected to increase water demand by 62,750 gallons per day (GPD) and sewer demand by 88,331 GPD. The Borough Water Treatment Plant (WTP) and Advanced Wastewater Treatment Plant (AWWTP) both appear to have adequate capacity to treat the additional flows.

The water distribution system appears to have adequate capacity to service the potential units but may not provide adequate fire flow for the degree of development proposed in certain areas. Hydrant flow tests will be required, and water mains may need to be upgraded. We expect hydrant flow testing will be required in the area by Manlove Avenue and Franklin Street (Block 24, Lots 4, 6, 7, 9, 15, and 17).

The sanitary sewer system appears to have adequate capacity to service the potential units. However, it is unclear how several lots by Franklin Street and Manlove Avenue (Block 24, Lots 7, 5, and 17) are currently sewered and improvements may be required to provide sewer service.

Our review of the potential impacts due to the increased water and sewer demand at each Block and Lot are outlined as follows:

Broad Street and Monmouth Street

*Two Auto Repair Shops and a Parking Lot  
Block 11; Lots 17.01, 17.02, & 19.01*

Redevelopment of these lots is estimated to yield a total of 26 units. Build-out of these lots is estimated to increase water demand by 4,553 GPD and sewer demand by 6,763 GPD. Both the water and sewer systems appear capable of conveying these flows.

107 Manlove Avenue

*Five Two-Story, 50-Unit Townhouses  
Block 24; Lot 4*

No redevelopment is proposed for these lots and therefore there are no changes to the water and sewer demands.

115 Manlove Avenue

*Comisky's Greenhouse, Inc.  
Block 24; Lot 6*

Redevelopment of this lot is estimated to yield a total of 32 units. Build-out of this lot is estimated to increase water demand by 3,420 GPD and sewer demand by 6,576 GPD.

Both the water and sewer systems appear capable of conveying these flows. However, the water system may not provide adequate fire flow. Fire flow tests will be required, and an upgrade may be required.

265 Franklin Street

*Lucy's Nail Therapy  
Block 24; Lot 7*

Redevelopment of this lot is estimated to yield a total of 5 units. Build-out of this lot is estimated to increase water demand by 900 GPD and the water system appears capable of conveying this flow. However, the water system may not provide adequate fire flow. Fire flow tests will be required and an upgrade may be required.

Build-out of this lot is estimated to increase sewer demand by 1,200 GPD. In order to provide sewer service to this lot, an extension of the sewer main must be constructed and connected to the existing main on Manlove Avenue.

Franklin Street

*Empty Lot  
Block 24; Lot 15*

Development of this lot is estimated to yield a total of 6 units. Build-out of this lot is estimated to increase water demand by 1,350 GPD and the water system appears capable of conveying this flow. However, the water system may not provide adequate fire flow. Fire flow tests will be required and an upgrade may be required.

Build-out of this lot is estimated to increase sewer demand 1,800 GPD. It is unclear how this lot is sewered and an extension of the sewer main may be required in order to provide sewer service to this lot.

315 Franklin Street

*Antique Store  
Block 24; Lot 17*

Redevelopment of this lot is estimated to yield a total of 7 units. Build-out of this lot is estimated to increase water demand by 1,120 GPD and the water system appears capable of conveying this flow. However, the water system may not provide adequate fire flow, and fire flow tests will be required and an upgrade may be required.

Build-out of this lot is estimated to increase sewer demand by 1,736 GPD. It is unclear how this lot is sewered and an extension of the sewer main may be required in order to provide sewer service to this lot.

278 Monmouth Street

*AA Empire Antique and AutoParts Warehouse  
Block 24; Lot 9*

Redevelopment of this lot is estimated to yield a total of 59 units. Build-out of this lot is estimated to increase water demand by 13,125 GPD and sewer demand by 17,550 GPD. Both the water and sewer systems appear capable of conveying these flows. However, the water system may not provide adequate fire flow, and fire flow tests will be required and an upgrade may be required.

105 Main Street

*Wells Fargo Bank  
Block 28; Lots 51, 52, & 53*

Redevelopment of these lots is estimated to yield a total of 54 units. Build-out of these lots is estimated to increase water demand by 11,925 GPD and sewer demand by 15,900 GPD. Both the water and sewer systems appear capable of conveying these flows.

207 Grant Avenue

*Empty Lot  
Block 34; Lot 4.02*

Development of this lot is estimated to yield a total of 1 unit. Build-out of this lot is estimated to increase water demand by 225 GPD and sewer demand by 300 GPD. The existing conveyance systems both appear capable of conveying these flows.

216-222 Academy Street

*Empty Lot  
Block 40; Lot 20*

Development of this lot is estimated to yield a total of 4 units. Build-out of this lot is estimated to increase water demand by 900 GPD and sewer demand by 1,200 GPD. The existing conveyance system appears to be capable of conveying these flows.

25 Westerlea Avenue

*Fourteen Two-Story Townhouses  
Block 55; Lot 74*

Additional development of this lot is estimated to yield a total of 45 units. Build-out of this lot is estimated to increase water demand by 10,125 GPD and sewer demand by 13,500 GPD. Both the water and sewer systems appear capable of conveying these flows.

319 Mercer Street

*Garage  
Block 61.01; Lot 25*

Redevelopment of this lot is estimated to yield a total of 21 potential units. Build-out of this lot is estimated to increase water demand by 4,309 GPD and sewer demand by 5,967 GPD. Both the water and sewer systems appear capable of conveying these flows. The lot must connect to the water main on Mercer Street.

415 Mercer Street

*Hightstown Police Department and Autoshop  
Block 61.01; Lots 44 & 45*

Redevelopment of these lots is estimated to yield a total of 60 potential units. Build-out of this lot is estimated to increase water demand by 10,798 GPD and sewer demand by 15,839 GPD. Both the water and sewer systems appear capable of conveying these flows.

132 Maxwell Avenue

*Empty Lot  
Block 27; Lot 38*

No development is anticipated for this lot at this time and therefore there are no changes to the water and sewer demands.

202 South Academy Street

*House  
Block 40; Lot 16*

No redevelopment is anticipated for this lot at this time and therefore there are no changes to the water and sewer demands.

Please note the Total Potential Units were provided with decimal units whereas our calculations rounded up the units. Therefore, our unit count is slightly higher.

The Borough of Hightstown does not reserve capacity for proposed development until final approval of the project is granted and all necessary permits from the NJDEP are received.

Should you have questions, please do not hesitate to contact me.

Very truly yours,



Carmela Roberts, P.E., C.M.E.  
Borough Engineer

cc: Dimitri Musing, Borough Administrator  
Beverly Asselestine, Planning Board Chair  
Brian M. Slauch, PP, AICP, Borough Planner  
Scott Miccio, Esq., Planning Board Attorney  
Jane Davis, Planning Board Secretary  
Kelly Pham, EIT, Roberts Engineering Group, LLC





# APPENDIX J

## REZONING ORDINANCE

# Ordinance 2023-\_\_\_\_

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**ORDINANCE AMENDING CHAPTER 28 – ZONING OF THE CODE OF THE  
BOROUGH OF HIGHTSTOWN, COUNTY OF MERCER TO MODIFY THE R-  
MF DISTRICT TO IMPLEMENT INCLUSIONARY AFFORDABLE HOUSING  
ZONING**

**WHEREAS**, the Hightstown Borough Council desires to implement standards for the development of inclusionary affordable housing in the Zoning Ordinance in furtherance of the municipal obligation to provide the opportunity for affordable housing; and

**WHEREAS**, it has been determined by Hightstown Borough Council that the implementation of these modifications to the R-MF zoning district would effectuate the intent and purpose of the goals and objectives of the Housing Element and Fair Share Plan of the Master Plan of the Borough of Hightstown; and

**WHEREAS**, the Municipal Land Use Law requires that any amendments or revisions to Hightstown Borough’s Zoning Ordinance shall be reviewed by the Planning Board to determine if said amendments or revisions thereto are substantially consistent with the Master Plan of the Borough of Hightstown; and

**WHEREAS**, the Planning Board of Hightstown adopted a Housing Element and Fair Share Plan, Element of the Master Plan on April 10, 2023, that addresses the municipality’s affordable housing obligations in a manner which will promote the public health, safety, morals, and general welfare; and

**WHEREAS**, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Land Use Plan Element; and

**WHEREAS**, the Hightstown Borough Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

**WHEREAS**, the adoption of this Ordinance was appropriately noticed pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-15 and in accordance with N.J.S.A.40:55D-62.1.

**NOW, THEREFORE, BE IT ORDAINED**, by the Borough Council of the Borough of Hightstown that the Zoning Ordinance is hereby amended as follows:

**Section 1. §28-2-2, Definitions, shall be revised to remove the following definitions:**

APARTMENT HOUSE, GARDEN-TYPE shall mean a residential structure of not more than two and one-half (2 1/2) stories containing three (3) or more dwelling units. (See also "multiple dwelling.")

DWELLING, MULTIPLE shall mean one (1) of the following:

- a. APARTMENT HOUSE shall mean any building or portion thereof which is arranged or designed to be occupied by three (3) or more families or individuals living independently of each other and having separate kitchen and sanitation facilities. See definition of "apartment house, garden-type."
- b. LODGING HOUSE, ROOMING HOUSE OR BOARDINGHOUSE shall mean any house, building or portion thereof in which three (3) or more persons are furnished lodging or rooming accommodations for hire or otherwise.
- c. HOTEL shall mean a building having at least fifty (50) sleeping rooms, where separate cooking facilities are not provided and where rooms are rented primarily on a temporary or day-by-day basis.
- d. NURSING HOME shall mean a building having at least twenty (20) rooms for the accommodation of persons in need of constant medical care or supervision and providing common dining and recreational facilities.

**Section 2. §28-2-2, Definitions, shall be amended to add or revise the following definitions:**

BOARDING HOUSE shall mean the same as defined in N.J.S.A. 55:13B-3h, as it may be amended or superseded.

DWELLING, APARTMENT – See Multifamily dwelling.

DWELLING, MULTIFAMILY shall mean a building which contains more than two (2) dwellings, each of which is intended for occupancy by one (1) housekeeping unit.

DWELLING, TOWNHOUSE shall mean a dwelling a minimum of two stories in height that is designed and occupied exclusively as the residence of one housekeeping unit, with no other dwelling above or below it and attached by means of one or more common vertical fire walls to at least one other such dwelling all housed in the same structure.

FAMILY – See Housekeeping Unit.

HOTEL shall mean a building with a central lobby and internal access to sleeping rooms having at least fifty (50) such rooms, where separate cooking facilities are not provided and where rooms are rented primarily on a temporary or day-by-day basis.

HOUSEKEEPING UNIT shall mean one (1) or more persons living together in one (1) dwelling unit on a nonseasonal basis and sharing living, sleeping, cooking and sanitary facilities on a non-profit basis.

NURSING HOME shall mean the same as defined in N.J.S.A. 26:2H-29 and -32, as it may be amended or superseded.

ROOMING HOUSE shall mean the same as defined in N.J.S.A. 55:13B-3a, as it may be amended or superseded.

**Section 3. §28-3-9, R-MF, Multi-Family District**, shall be amended in its entirety as follows:

§ 28-3-9. R-MF Multifamily Residential District.

- A. Purpose and Intent. The purpose and intent of the R-MF Multi-Family Residential District is to provide market rate and subsidized affordable housing in the Borough of Hightstown to aid in meeting its constitutional obligation to provide for very low, low and moderate income housing in accordance with the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). The R-MF district is further divided into sub-districts that apply to specific sites with inclusionary affordable housing in accordance with the objectives of the Housing Plan Element of the Master Plan and implementing resolutions, ordinances, and agreements constituting the Fair Share Plan. The R-MF district provides a compensatory benefit over the preceding zoning district's use and/or intensity standards sufficient to address the affordable housing components of inclusionary development.
- B. Permitted Uses. In the R-MF Multifamily District, the following uses, and no others, shall be permitted:
  - (1) Principal Uses:
    - (a) Townhouse dwellings.
    - (b) Multifamily dwellings.
    - (c) Municipal purpose.
  - (2) Accessory Uses:
    - (a) Community center for the use of residents and their guests.
    - (b) Common recreational facilities for the use and enjoyment of residents and their guests.
    - (c) Maintenance building.
    - (d) Management office if located within a community center or building with multifamily dwellings.

- (e) Home occupation in accordance with the requirements of §28-10-6 and in addition to the prohibited uses listed in subparagraph -c therein, no funeral home, private school or professional office shall be permitted as a home occupation on the premises.
  - (f) Off-street surface parking; car sheds and detached garages for private residential use, only.
  - (g) Fences, walls and street furniture.
  - (h) Signs in accordance with §29.
  - (i) Large satellite dish antenna when approved as part of an application for development for providing common service to the residents of a development in accordance with the standards of §28-10-18.
  - (j) Small satellite dish antennae in accordance with the standards of §28-10-18.
  - (k) Accessory uses on the same lot and customarily incidental to the principal use.
- (3) Conditional Uses. The following uses shall be permitted when the criteria have been met for the site listed.
- (a) Multifamily use with a sub-district designation of 18 (R-MF18) shall be permitted when the following criteria have been met:
    - [1] New multifamily dwellings shall be added to the site by additions to the existing building or by the demolition and construction of new buildings in lieu of the construction of additions.
    - [2] The design of the additions shall have at a minimum a base made of comparable materials to the exterior of the existing buildings but may differ in the field materials above the base, and shall have a similar roof pitch, and roof design as the existing buildings. Fenestration shall mimic the spacing and opening size, to the degree permissible by the Uniform Construction Code, of the existing window and doors architecture.
    - [3] At least twenty percent (20%) of all housing units shall be affordable to low, including very low, and moderate income households as those terms are defined in the Borough's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). Such units may be established in existing multifamily units as such dwellings become vacant in a schedule as approved by the Borough's Administrative Agent for affordable housing.

- (b) Uses permitted in §28-3-15, the DTG Downtown Gateway district, listed as -A(1)(c), -A(1)d, -A(1)f, -A(1)g and -A(1)k meeting the following criteria:

- [1] Any such use shall front on State Highway Route 33.

- [2] Any such use shall be located on the first floor only of a building.

- C. Bulk standards. The following area, yard, and coverage standards shall apply to uses within the R-MF district:

- (1) Maximum gross density shall not exceed the following:

- (a) For R-MF zoning districts without any sub-district designation, the maximum gross density shall be twelve (12) dwelling units per acre.

- (b) For R-MF zoning districts with designated sub-district 14 (R-MF14), the maximum gross density shall not exceed fourteen (14) units per acre.

- (c) For R-MF zoning districts with designated sub-district 18 (R-MF18), the maximum gross density shall not exceed eighteen (18) units per acre.

- (2) Maximum building coverage.

- (a) Multi-family use - Twenty-five percent (25%) of total tract area.

- (b) Townhouse use - Twenty-five percent (25%) of the total tract area and seventy percent (70%) of lot area for individual townhouse parcels.

- (c) Combined multi-family and townhouse uses: Twenty-five percent (25%) of the total tract area and seventy percent (70%) of lot area for individual townhouse parcels.

- (3) Maximum impervious surface coverage - seventy percent (70%) of total tract area.

- (4) Maximum building height.

- (a) Townhouse – Two and a half stories and thirty-five (35) feet.

- (b) Multifamily – Two stories and thirty-five feet within fifty of a tract perimeter; three stories and forty-five (45) feet otherwise.

- (c) Community building – One story and twenty-eight (28) feet.

- (d) Maintenance building and other accessory structures – Eighteen (18) feet.

- (e) Building limitations and separation requirements for townhouses and multi-family uses shall be as indicated in the following table:



Requirement	Standard
Maximum Dwellings per Building (Townhouses)	8 dwellings
Maximum Dwellings per Building (Multifamily)	24 dwellings
Minimum Distance from Building front to Building front	60 feet
Minimum Distance from Building front to Building side	35 feet
Minimum Distance from Building front to Building rear	60 feet
Minimum Distance from Building side to Building rear	35 feet
Minimum Distance from Building rear to Building rear	50 feet
Minimum Distance from Building side to Building side	20 feet

- (5) Fee simple townhouse and community building requirements, when placed on a fee simple lot, shall be as indicated in the following table:

Use	Townhouse	Community Building
Minimum lot size	1,800 sf.	4,000 sf.
Minimum lot frontage	18 feet; 22 feet if internal garage	40 ft.
Minimum lot depth	100 ft.	100 ft.
Maximum building coverage	70%	60%
Maximum lot coverage	80%	75%
<b>Principal Building Minimum Yard Depths and Height Limitations</b>		
Front yard	20 ft.	20 ft.
Side yard	0 ft. common wall; 8 ft. end unit	20 ft.
Rear yard	20 ft.	30 ft.
<b>Accessory Building Minimum Yard Depths and Height Limitations</b>		
Front Yard	N.P.	N.P.
Side yard	N.P.	10 ft.
Rear yard	5 ft.	10 ft.
Tool shed side and rear yard	5 ft.	5 ft.

N.P. = Not a permitted location

- (6) Building setbacks from streets and driveways. Minimum building setbacks shall be as in the following table:

Requirement	Standard
Where lot fronts on Rt. 33	As required in the DTG district
From major collector drive or street (public r.o.w. or private r.o.w. easement); no direct access to dwelling	20 feet <sup>(1)</sup>
Front façade from a residential access drive or street (public r.o.w. or private r.o.w. easement); direct access to dwelling	22 feet
Front façade from a residential access drive or street (public r.o.w. or private r.o.w. easement); no direct access to dwelling.	10 feet
Rear façade from a residential access drive or street (public r.o.w. or private r.o.w. easement)	20 feet
Side facades from a residential access drive or street (public r.o.w. or private r.o.w. easement)	8 feet

(1), or 22 feet from the edge of cartway, whichever is greater.

(7) Parking requirements. Residential uses shall comply with the parking requirements of the Residential Site Improvement Standards at N.J.A.C. 5:21-4.14. Non-residential uses shall comply with §28-10-11.J.

(8) Minimum landscaped buffer adjacent to existing public streets and property lines - Ten (10) feet.

D. Required Affordable Housing. In any R-MF district, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households for for-sale development and at least fifteen percent (15%) for rental development. Affordable units shall be restricted, regulated and administered consistent with the Borough's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of Article XII, the Affordable Housing of this ordinance.

E. Design Standards.

1. Multi-family buildings. The following standards shall be used in the design of multi-family buildings:

- a. A minimum of one hundred twenty (120) cubic feet of storage shall be provided for each dwelling, exclusive of kitchen cabinetry.
- b. Access to dwellings shall be designed to provide a sense of safety and security for the residents, particularly in internal stairwells.
- c. All stairs shall be enclosed in the building.
- d. The exterior of the building shall be designed to visually break up any facade in

excess of one hundred (100) lineal feet through the use of, but not limited to, changes in materials, fenestration, porticos and porches.

- e. The design should distinguish between the base, middle, and top of the building.
  - f. Where an outdoor living space is proposed, adequate visual screening from all other neighboring dwellings, outdoor living spaces, parking areas and roadways shall be provided. Screening may be accomplished with plant materials, masonry structures or wood fencing a minimum of five (5) feet in height. Architectural elements, such as masonry walls and fences, shall be similar in both style and materials with the dwelling.
  - g. All utility meters or boxes, air compressors, heat pumps, or other exterior equipment shall be located at the side or rear of buildings and shall be screened by architectural elements or landscape plantings.
2. Townhouses. The following standards shall be used in the design of townhouse and stacked townhouse buildings:
- a. A minimum of one hundred fifty (150) cubic feet of storage shall be provided for each dwelling, exclusive of kitchen cabinetry.
  - b. The exterior of the building shall be designed to visually break up any facade in excess of one hundred (100) lineal feet through the use of, but not limited to, changes in materials, fenestration, porticos and porches.
  - c. Chimneys, skylights, dormers, and other roof structures are encouraged, but not required, to vary the elevation and provide additional light into the upper story or half story of dwellings.
  - d. Where an outdoor living space is included for a unit, it shall be provided with adequate visual screening from all other neighboring dwellings, outdoor living spaces, parking areas and roadways. Screening may be accomplished with plant materials, masonry structures or wood fencing a minimum of five (5) feet in height. Architectural elements, such as masonry walls and fences, shall be compatible in both style and materials with the dwelling unit.

**Section 4. §28-3-1, Districts Established, shall be revised to add under the R-MF Zoning District the R-MF14 and R-MF18 subdistricts.**

**Section 5. §28-3-1, Zoning Map,** shall be amended to rescind the existing zoning districts and applying the following zoning districts and subdistricts to the tax assessment blocks and lots, and associated half width of streets as appropriate:

- |        |  |
|--------|--|
| R-MF   | Block 11; Lots 17.01, 17.02 and 19.01 (Broad and Monmouth)<br>Block 40, Lot 20 (216-222 Academy St.)<br>Block 61.01; Lots 44 and 45  |
| R-MF14 | Block 24, Lot 9 (278 Monmouth St.)<br>Block 24, Lots 5, 6 and 24 (115 Manlove Ave., and 315 Franklin St.)<br>Block 24, Lot 7 (265 Franklin St.)<br>Block 24, Lot 15 (Franklin St.)<br>Block 61.01, Lot 25 (319 Mercer St., rear) |
| R-MF18 | Block 55, Lot 74 (25 Westerlea Ave.)   |

**Section 6. Continuation.** In all other respects, the Zoning Ordinance of the Borough of Hightstown shall remain unchanged.

**Section 7. Severability.** If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part there of directly involved in the controversy in which such judgment shall have been rendered.

**Section 8. Interpretation.** If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Borough of Hightstown, then the restriction which imposes the greater limitation shall be enforced.

**Section 9. Repealer.** All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

**Section 10. Enactment.** This Ordinance shall take effect upon the filing thereof with the Mercer County Planning Board after final passage, adoption, and publication by the Borough Clerk of the Borough of Hightstown in the manner prescribed by law.

APPENDIX K  
AFFORDABLE HOUSING  
ORDINANCE  
DEVELOPMENT FEE  
ORDINANCE

**Section 28-17**

**AFFORDABLE HOUSING PROCEDURAL AND ELIGIBILITY REQUIREMENTS**

**Subsections:**

- 28-17-1 Purpose and General Provisions**
- 28-17-2 Affordable Housing Required.**
- 28-17-3 Borough Administrative Agent and Administrative Agent.**
- 28-17-4 Submission of Affordable Housing Plan.**
- 28-17-5 Household Income Limitations.**
- 28-17-6 Household Income Verification.**
- 28-17-7 Certificate of Eligibility, Waiting List and Selection**
- 28-17-8 Unit Standards and Requirements.**
- 28-17-9 Initial Selling and Renting Determinations.**
- 28-17-10 Affordability Controls for Ownership Units.**
- 28-17-11 Affordability Controls on Rental Dwellings.**
- 28-17-12 Accessibility Requirements.**
- 28-17-13 Exempt Transactions.**
- 28-17-14 Leasing Restriction.**
- 28-17-15 Effect on Landlord and Tenant Relationship.**
- 28-17-16 Affirmative Marketing for Affordable Housing**
- 28-17-17 Violations of Affordable Housing Regulations**

**28-17-1 Purpose and General Provisions.**

1. The purpose of this Article is to implement the Uniform Housing Affordability Controls (“UHAC”, *N.J.A.C. 5:80-26.1 et seq.*, as they may be amended or superseded), the New Jersey Fair Housing Act (*N.J.S.A. 52:27D-301, et seq.*), extant rules of the NJ Council on Affordable Housing, and the Housing Element and Fair Share Plan of Hightstown Borough. This Article is designed to ensure that affordable housing created under the Fair Housing Act is occupied by low- and moderate-income households for the appropriate period of time. The words, phrases, and terms herein shall be interpreted to have the same meanings and usages as in the Fair Housing Act and related regulations. It is the further purpose of this Article to regulate the development and management of low- and moderate-income housing units constructed in compliance with these regulations.
2. All units, including those funded with Low Income Housing Tax Credits or other subsidy programs, shall include the required bedroom distribution and income distribution, shall be subject to affordability controls, and shall be affirmatively marketed in accordance with UHAC, with the exception that instead of 10% of all rental affordable units being affordable to households earning 35% or less of the regional median household income by household size, 13% of all rental affordable units shall be affordable to households earning 30% or less of the regional median household income by household size, and all other applicable law.
3. All new construction units shall be adaptable in conformance with *N.J.S.A. 52:27D-311a* and *-311b* and all other applicable law.

(Ord. No. 2019-01; Ord. No. 2020-03)

## Hightstown Borough Revised General Ordinances

### **28-17-2 Affordable Housing Required.**

1. Any residential development approved by the Planning Board of the Borough of Hightstown, including those developments consisting in whole or in part of beds counted as a residential dwelling, shall set aside dwelling units for persons of low and moderate income as defined in this Article, except for development within a redevelopment district. Affordable housing within a redevelopment district shall be as established in a redevelopment agreement between the Borough and the redeveloper. Unless otherwise stated or as may be required within specific zoning districts, the minimum set aside shall be 15% of the total number of units if the affordable units will be for rent and 20% of the total number of units if the affordable units will be for sale. In assisted living residence developments, the set-aside shall be a minimum of 10% of the total number of units. At least half of all affordable units shall be affordable to low or very low income households. Except when part of a larger development of a tract zoned or otherwise permitted to be developed at a residential density of 6 units per acre or more, developments of single-family detached and/or duplex or two-family dwellings shall be exempt from the inclusionary development requirements of this section, but shall pay an affordable housing development fee. Properties shall not be permitted to be subdivided to avoid compliance with the inclusionary development requirements of this section.
2. All developers with sites identified for affordable housing pursuant to the most recent Housing Element and Fair Share Plan adopted by the Planning Board and Borough Council of Hightstown, according to their respective duties, shall provide affordable housing units in accordance with the plan. All development, whether residential, commercial, or industrial shall construct units or pay a development fee in accordance with this Article, except as otherwise exempted.
3. This requirement does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the Borough of Hightstown to grant such rezoning, variance or other relief.
4. This Borough-wide mandatory set-aside requirement does not supersede the effects or requirements of any inclusionary overlay zoning districts for any inclusionary multi-family residential development that occurs within the boundaries of those districts.
5. In the event that the inclusionary set-aside percentage (15% or 20%, as the case may be) of the total number of residential units does not result in a full integer, the developer may choose one of two options of addressing the fractional unit:
  - a. The developer shall round the set-aside upward to construct a whole additional affordable unit; or
  - b. If the set-aside includes a fractional unit less than 0.5, the developer may round the set-aside downward and construct the lesser whole number of affordable units, but must also make a payment in lieu of constructing the fractional additional unit (“fractional payment in lieu”).
  - c. The fractional payment in lieu amount shall be calculated as the fractional unit multiplied by the payment in lieu amount of \$250,000.00, increased annually by the construction Consumer Price Index.
  - d. For example, if seven total units are developed at an inclusionary site, a 20% set-aside would require 1.4 affordable units. Per the requirements above:
    1. The developer may round up the 0.4 unit to one whole affordable unit and construct a total of two affordable units, in accordance with this section; or
    2. The developer may round the set-aside downward, construct only one affordable unit and pay into the Borough’s affordable housing trust fund a fractional in lieu payment



## Hightstown Borough Revised General Ordinances

equal to the dollar amount established hereinabove multiplied by 0.4 units.  
(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-3 Borough Administrative Agent and Administrative Agent.**

1. The Borough Council shall yearly appoint a Borough Administrative Agent to monitor sales and resales of affordable housing units, and the leasing of units to tenants. The Borough Administrative Agent may be the Municipal Housing Liaison, but is not required to be the same person.
2. The Borough Administrative Agent shall monitor the designated Administrative Agent of the developer in the initial sales and rental transactions for low- and moderate-income dwellings in accordance with *N.J.A.C. 5:80-26.14*, as it may be amended or superseded. The developer's Administrative Agent shall have all of responsibilities as put forth in this rule. After the initial sales and rental transactions, the Borough Administrative Agent, the activities of the Administrative Agent for any re-sales or re-rentals. If the Borough Administrative Agent is the Administrative Agent for the municipality, then he or she shall assume all of the duties and responsibilities set forth in *N.J.A.C. 5:80-26.14* following the initial renting, sales and occupancy of low- and moderate-income dwellings. The affordability controls set forth in this chapter shall be administered and enforced by the Administrative Agent regardless of association. The primary responsibility of the Administrative Agent shall be to ensure that the restricted units are sold or rented, as applicable, only to low- and moderate-income households in accordance with the Fair Housing Act.
3. The Borough Council may establish a reasonable fee to program participants for the administration of the affordability controls program.
4. The Borough Council shall approve the credentials of any person who is an Administrative Agent by resolution prior to such person engaging in such work in the Borough of Hightstown.
5. The Administrative Agent, whether the Borough Administrative Agent, developer's agent, or a delegated agent, shall have the responsibility to income qualify low and moderate-income households, to place income eligible households in low- and moderate-income units upon initial occupancy, to provide for the initial occupancy of low- and moderate-income units with income qualified households, to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls, to assist with advertising and outreach to low- and moderate-income households, and to enforce the terms of the deed restriction and mortgage loan. The Administrative Agent shall provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements and landlord/tenant law.
6. The Borough Administrative Agent shall coordinate his or her activities with any outside Administrative Agent to ensure the accurate tracking of the progress of affordable housing in the municipality, answer inquiries regarding affordable housing from the public or direct same to the appropriate official or agency, and comply with the affordable housing monitoring and reporting requirements of the state.
7. In order to ensure an orderly transfer of control responsibility from a municipality to an administrative agent, from one administrative agent to another administrative agent, or other transfer, the requirements as set forth in *N.J.A.C. 5:80-26.17* shall apply as are necessary before or during the transition. The Administrative Agent's enforcement responsibility for implementing such practices and procedures shall not be delegated or otherwise transferred to any other party, except to a successor administrative agent and as approved by the Borough Council.
8. By accepting state funds for affordable housing purposes, or by submitting to the jurisdiction of the NJ Council on Affordable Housing or its successor agency, the Borough of Hightstown shall be deemed to have delegated to the Administrative Agent the day-to-day responsibility for implementing practices and procedures designated to ensure effective compliance with the controls set forth in this Article. The

## Hightstown Borough Revised General Ordinances

governing body of the municipality, however, shall retain the ultimate responsibility for ensuring effective compliance with the requirements as set forth in UHAC and any settlement agreements pertaining to affordable housing matters.

9. The Borough Administrative Agent shall complete and return to the NJ Council on Affordable Housing (COAH), its successor, or court of competent jurisdiction all forms necessary for monitoring requirements related to dwelling units in affordable housing projects and the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Borough of Hightstown's approved housing program, as well as to the expenditure of revenues and implementation of the approved plan.
10. The Borough Administrative Agent shall keep records of the affirmative marketing activities undertaken in accordance with the affirmative marketing plan established by any developer's administrative agent. The records shall include, but not be limited to, the following:
  - a. Electronic reporting of affordable housing activity; any required paper forms;
  - b. Copies of any press releases, brochures, flyers, print advertisements and application forms used in the affirmative marketing program.
  - c. The income and demographic characteristics of each household applying for and occupying income-restricted housing.
  - d. An evaluation of any necessary adjustments required to the affirmative marketing program as communicated by the Administrative Agent.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-4 Submission of Affordable Housing Plan.**

1. The developer of low- and moderate-income housing units shall submit to the Borough Administrative Agent a description of the means to be used to insure that the required low- and moderate-income units are sold or rented only to low- and moderate-income households for a period of not less than 30 years, that such units meet bedroom distribution and phasing requirements, and comports with the requirements of this Article pertaining to the provisions, leasing, selling and transferring units among eligible low- and moderate-income households.
2. The Affordable Housing Plan shall indicate how the developer will comply with the procedures of this Article for selecting occupants of low- and moderate-income housing and the required affirmative marketing requirements. The requirements for affirmative marketing are found in §28-17-16. Whenever a developer proposes a third party operator or manager of affordable housing units, the Borough Council shall specifically approve such operator and manager. The Borough Council may delegate this approval to the Borough Administrative Agent.
3. The following information shall promptly be provided to the Borough Administrative Agent by the developer or sponsor of any project containing any affordable units' subject to the requirements of this Article, upon the later of either final municipal land use approval or issuance of a grant contract by a governmental authority:
  - a. The total number of units in the project, and number of restricted units, broken down by bedroom size, identifying which are low- and which are moderate-income dwellings, and including street addresses of restricted dwellings;

## Hightstown Borough Revised General Ordinances

- b. Floor plans of all affordable dwellings, including complete and accurate identification of uses and dimensions of all rooms;
  - c. A project map identifying the locations of low- and moderate-income and market dwellings;
  - d. A list of project principals or partners, together with a list of all other affordable projects in which they have been involved over the previous five years;
  - e. Projected construction schedule;
  - f. Proposed pricing for all units, including any purchaser options and add-on items;
  - g. A list of all public funding sources and copies of grant or loan agreements for those sources;
  - h. Condominium fees or homeowner association and any other maintenance or other fees;
  - i. Estimated real property taxes for sale units;
  - j. Sewer, trash disposal and any other utility assessments;
  - k. Flood insurance requirement, if applicable;
  - l. A description of all HVAC systems;
  - m. Location of any common areas and elevators;
  - n. Proposed form of lease for any rental units;
  - o. The name of the person who will be responsible for official contact with the Borough Administrative Agent for the duration of the project;
  - p. The name and qualifications of the developer's administrative agent, if applicable; and
  - q. The State-approved Planned Real Estate Development public offering statement and/or master deed where available or applicable.
4. The developer shall submit the marketing plan to the Borough Administrative Agent at least 45 days prior to the advertising of the availability of the units. The Borough Administrative Agent will approve or modify the plan within 30 working days of receipt of the plan or within such time as additionally granted by the developer.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-5 Household Income Limitations.**

1. The incomes of low- and moderate-income households occupying affordable housing shall not exceed the income limits as of January 1 of the current year.
2. Median Income Determination. Income limits for all units for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to *N.J.A.C. 5:80-26.1* shall be updated by the Borough annually following the publication of determinations of median income by the U.S. Department of Housing and Urban Development (HUD) and calculation by the Affordable Housing Professionals of New Jersey in the absence of such calculation by COAH.
3. Affordable Housing Purchase or Rent. Very low-income housing units shall be reserved for households with a gross household income less than or equal to 30% of the median regional income. Very low-income households shall be considered a subset of low-income units. Of the number of very low-income households, at least 50% shall be for family households. Low-income housing units shall be reserved

## Hightstown Borough Revised General Ordinances

for households with a gross household income less than or equal to 50% of the median regional income. Moderate-income units shall be reserved for households with a gross household income more than 50% but equal to or less than 80% of the median income.

4. Assisted Living Facilities. Income determination and eligibility for assisted living facilities shall also comply with the New Jersey Housing and Mortgage Finance Agency's Assisted Living Underwriting Guidelines and Financing Policy, dated May 28, 1996, as it may be amended or superseded. The monthly fee for rent, meals, and basic services for the affordable units in the assisted living facility shall not exceed 80% of household income. For the purposes of this section, 62.5% of the fee shall be assumed to be for meals and basic services and 37.5% of the fee for rent.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-6 Household Income Verification.**

1. Any Administrative Agent shall secure the information from applicant households necessary and appropriate to determine that restricted dwellings are occupied by properly sized households with appropriate very low, low or moderate income levels. No household may be referred to a restricted dwelling, or may receive a commitment with respect to a restricted dwelling, unless that household has received a signed and dated certification, as set forth in this section, and has executed the certificate in the form provided.
2. Any Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
3. Any Administrative Agent shall prepare a standard form of certification and shall sign and date one for each household when certified. This certification shall be known as a Certificate of Eligibility and shall be a prerequisite for the purchase or rental of an income-restricted dwelling. An initial certification shall be valid for no more than 180 days unless a valid contract for sale or lease has been executed within that time period. In this event, certifications shall be valid until such time as the contract for sale or lease is ruled invalid and no occupancy has occurred. Certifications may be renewed in writing at the request of a certified household for an additional period of 180 days at the discretion of the Borough Administrative Agent or Administrative Agent.
4. When reviewing an applicant household's income to determine eligibility, any Administrative Agent shall compare the applicant household's total gross annual income to the regional very low-, low- and moderate-income limits then in effect, as approved by the court of competent jurisdiction. For the purposes of this subchapter, income includes, but is not limited to, wages, salaries, tips, commissions, alimony, regularly scheduled overtime, pensions, social security, unemployment compensation, Temporary Assistance for Needy Families (TANF), verified regular child support, disability, net income from business or real estate, and income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds and imputed income from non-income producing assets, such as equity in real estate.
5. Except as otherwise specifically stated in this subchapter, the sources of income considered by the Borough Administrative Agent or Administrative Agent shall be the types of regular income reported to the Internal Revenue Service and which is eligible to be used for mortgage loan approval. Household annual gross income shall be calculated by projecting current gross income over a 12-month period.
6. Assets not earning a verifiable income shall have an annual imputed interest income using a current average annual savings interest rate. Assets not earning income include, but are not limited to, present real estate equity. Applicants owning real estate shall produce documentation of a market value appraisal and outstanding mortgage debt. The difference shall be treated as the monetary value of the

## Hightstown Borough Revised General Ordinances

- asset and the imputed interest added to income. If the applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit, a Certificate of Eligibility shall be denied by the Borough Administrative Agent or Administrative Agent, unless the applicant's existing monthly housing costs (including principal, interest, taxes, homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 33% of the household's eligible monthly income.
7. Rent from real estate shall be 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 Borough Administrative Agent or Administrative Agent shall impute a fair market rent.
  8. Income does not include benefits, payments, rebates or credits received under any of the following:
    - a. Federal or State low income energy assistance programs;
    - b. Food stamps, payments received for foster care, relocation assistance benefits;
    - c. Income of live-in attendants, scholarships, student loans, and personal property, including but not limited to, automobiles; and
    - d. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements, and part-time income of persons enrolled as full-time students.
    - e. Income, however, does include interest and other earnings from the investment of any of the foregoing benefits, payments, rebates, or credits.
  9. Any Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify the member's income, including income received by adults on behalf of minor children for their benefit. Household members 18 years of age or older who do not receive income must produce documentation of current status. Income verification documentation may include, but is not limited to, the following for each and every member of a household who is 18 years of age or older:
    - a. Four consecutive pay stubs, not more than 120 days old, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure;
    - b. Copies of Federal and State income tax returns for each of the preceding three tax years;
    - c. A letter or appropriate reporting form verifying monthly benefits such as Social Security, unemployment, TANF, disability or pension income (monthly or annually);
    - d. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support;
    - e. Income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds; and
    - f. Evidence or reports of income from directly held assets such as real estate or businesses.
    - g. Court ordered payments for alimony or child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.
  10. At the discretion of the Borough Administrative Agent or Administrative Agent, households may also be required to produce documentation of household composition for determining the correct dwelling size and applicable median income guide.

## Hightstown Borough Revised General Ordinances

11. Tenant Income Eligibility. In addition to the foregoing requirements, tenant income eligibility shall be in accordance with the median income limits of *N.J.A.C. 5:80-26.13*. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median household income by household size. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median household income by household size. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median household income by household size.
12. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to *N.J.A.C. 5:80-26.16*, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
  - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
  - b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
  - c. The household is currently in substandard or overcrowded living conditions;
  - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  - e. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
13. The applicant shall file documentation sufficient to establish the existence of the circumstances in 12.a through 12.e above with the Administrative Agent, who shall counsel the household on budgeting.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-7 Certificate of Eligibility, Waiting List and Selection**

- A. If the household is found to be eligible for low- and moderate-income housing, they shall be issued a Certificate of Eligibility and placed on the affordable housing waiting list, except in the event that such a certificate is withheld or removed in accordance with this section. Eligible persons that live or work within the East Central Housing Region (Region 4) shall have preference over those that live or work in another housing region.
- B. Applicants shall be selected in the order in which their applications are certified and in accordance with the provisions of this section.
- C. Households remaining on a waiting list shall update its application no later than April 30 each year, including the most recent federal income tax return of each member of the proposed household and such other updated income and other information requested on the application.

## Hightstown Borough Revised General Ordinances

- D. Households on the waiting list who have not submitted the required information by May 15 each year shall be notified by certified mail, mailed to the address on file that they have until June 30 of that year to provide the information or they shall be removed from the waiting list.
- E. Any household whose income or priority category has changed such that the household has become eligible for a different category of housing or priority list shall be placed on the appropriate list without penalty or favor as of the date of the original application.
- F. Any household whose income has increased to the degree that it is no longer eligible for low or moderate income housing shall be removed from the waiting list.
- G. If the Borough Administrative Agent or Administrative Agent has reason to believe that the information on file is erroneous or incomplete, he or she shall have the right to conduct an investigation and request any additional information deemed necessary to obtain accurate household information. If an applicant does not cooperate in such investigation or refuses to reply with the requested additional information within 30 days of said request, the applicant shall be removed from the list.
- H. All applications shall be notarized and certified complete and accurate. Anyone knowingly submitting incomplete, inaccurate, incorrect or false information may be removed from eligibility for very low-, low- and moderate-income dwellings. All information submitted to the Borough Administrative Agent or Administrative Agent for the purposes of determining applicant eligibility shall be strictly confidential and not considered a public record.
- I. Prior to the time of availability of a very low-, low- and moderate-income dwelling, the Borough Administrative Agent or Administrative Agent shall notify by certified mail the top three households on the waiting list for the type of dwelling available, its location and the estimated date it will be available. If a purchaser or tenant cannot be found from the top three households on the waiting list, notice shall be sent to the fourth, fifth, etc., household until a purchaser or tenant is found. The household shall, within 14 days of mailing, notify the Borough Administrative Agent or Administrative Agent, in writing, of its intent to occupy the dwelling and, if selected, its intent to comply with the requirements of paragraph J, below, within 15 days. Any household which fails to respond to the notice or chooses to reject a specific dwelling by informing the Administrative Agent in writing, shall retain its priority and shall be notified of available dwellings in the future, except that if a household chooses to reject a dwelling or fails to respond three times, it shall be removed from the list and must reapply and re-qualify if it wishes to be placed on the list at a new qualified priority.
- J. At the time of notice to a household of the availability of an appropriate type of dwelling and if the household notifies the Administrative Agent of its intent to occupy the dwelling and that household is selected for occupancy, each household member shall update the records on file and recertify the accuracy of the information as required herein. Information shall be reviewed and the eligibility status reconfirmed. The household selected shall only at that point proceed to make the legal and financial arrangements to acquire or lease the dwelling.
- K. If a household selected for occupancy is unable to obtain financing, it shall lose its eligibility for that dwelling, after notice, but shall retain its priority status for a similar appropriate dwelling as other dwellings become available and as long as the household remains eligible. When notified of the availability of another dwelling, updating and recertifying data as outlined in Subsection –H above is required.
- L. A certificate of eligibility may be withheld by the Borough Administrative Agent or Administrative Agent as a result of an applicant's inability to demonstrate sufficient present assets for down payment or security deposit purposes.



## Hightstown Borough Revised General Ordinances

- M. A certificate of eligibility may be withheld by the Borough Administrative Agent or Administrative Agent as a result of an applicant's inability to verify funds claimed as assets, household composition or other facts represented.
- N. A certificate of eligibility shall be denied by the Borough Administrative Agent or Administrative Agent as a result of any willful and material misstatement of fact made by the applicant in seeking eligibility.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-8 Unit Standards and Requirements.**

- A. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low and low-income units, while the remainder may be moderate-income units.
- B. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
  - 1. The combined number of efficiency and one-bedroom units is no greater than 20 percent of the total low- and moderate-income units;
  - 2. At least 30 percent of all low- and moderate-income units are two bedroom units;
  - 3. At least 20 percent of all low- and moderate-income units are three bedroom units; and
  - 4. The remainder, if any, may be allocated at the discretion of the developer.
- C. Age-restricted low- and moderate-income units may utilize a modified bedroom distribution. At a minimum, the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the affordable development. The standard may be met by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit.
- D. In determining the initial rents and initial sales prices for compliance with the affordable average requirements for restricted units other than assisted living facilities, the following standards shall be used:
  - 1. An efficiency shall be affordable to a one-person household;
  - 2. A one-bedroom dwelling shall be affordable to a one and one-half person household;
  - 3. A two-bedroom dwelling shall be affordable to a three-person household;
  - 4. A three-bedroom dwelling shall be affordable to a four and one-half person household;
  - 5. A four-bedroom dwelling shall be affordable to a six-person household.
  - 6. In referring certified households to specific income-restricted units, to the extent feasible and without causing an undue delay in occupying the dwelling, the Borough Administrative Agent shall strive to:
    - a. Provide an occupant for each unit's bedroom;
    - b. Provide children of different sex with separate bedrooms; and
    - c. Prevent more than two persons from occupying a single bedroom.

Hightstown Borough Revised General Ordinances

- E. Size of Units. The minimum size of affordable housing units, which is necessary to ensure the public health safety and welfare of its occupants, shall be as indicated in the following table.

**Minimum Size of Affordable Housing Units.**

Type of Unit	Minimum Size (gross square feet)
Efficiency	500
One-bedroom	600
Two-bedroom	750
Three-bedroom	900

- F. Certificates of Occupancy. The following additional requirements for the issuance of certificates of occupancy shall apply to inclusionary developments:

- The initial issuance of certificates of occupancy for market units shall be linked to the issuance of certificates of occupancy for affordable units. Prior to the issuance of the certificates of occupancy for market units, certificates of occupancy for affordable units shall be required in the following minimum ratios:

**Required Percentage of Affordable to Market Units**

Percentage of Affordable Housing Units Completed	Allowed Percentage of Market Housing Units Completed
0%	25%
10%	25% + 1
50%	50%
75%	75%
100%	90%

- Each unit of affordable housing shall require a certificate of occupancy, which shall become void upon a change of owner or tenant.
  - No certificate of occupancy shall be issued for a low- and moderate-income unit unless the provisions of *N.J.A.C. 5:93-9.3*, or superseding administrative code, are met.
- G. Unit Type and Household Size. The following housing type shall be used in determining affordability as it relates to household size:

**Unit Type and Household Size**

Unit Size	Household Size (persons)
Efficiency	1
One-bedroom	1.5
Two-bedroom	3
Three-bedroom	4.5
Four-bedroom	6

- H. Distribution of Low- and Moderate-Income Units. At least 50% of all units within each inclusionary development shall be affordable to low-income households. At least 50% of all rental units shall be affordable to low-income households. Of the total number of affordable housing units, 13% of the total

## Hightstown Borough Revised General Ordinances

shall be earmarked as very low-income units and shall be counted towards the minimum low-income requirement.

- I. Utilities and Heating Source. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by the NJ Department of Community Affairs for its Section 8 program. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- J. Appearance and Location. The facade of an affordable housing dwelling shall be indistinguishable from those of market units in terms of the use of exterior materials, windows, doors, reveal, roof pitch, color, or other material. Affordable housing units shall be fully integrated with market rate housing to the greatest extent feasible and shall have access to open space and site amenities comparable to that of market rate units.
- K. Tenure. For inclusionary developments with a single housing type, the affordable housing units shall have the same tenure as the market housing units.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-9 Initial Selling and Renting Determinations.**

- A. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures as set forth in the Uniform Housing Affordability Controls.
- B. Required pricing stratification.
  - 1. The maximum rent for affordable units within each affordable development shall be affordable to households earning no more than 60% of median income and the average rent for low- and moderate-income units shall be affordable to households earning no more than 52% of median income. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low income and moderate income units, provided that at least 13% of all low- and moderate-income units shall be affordable to households earning no more than 30% of median income.
  - 2. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income. Each affordable development shall achieve an affordability average of 55% for restricted ownership units. In achieving this affordability average, moderate income ownership units shall be available for at least three different prices for each bedroom type, and low income ownership units shall be available for at least two different prices for each bedroom type.
- C. Initial Pricing and Annual Increases of Affordable Dwellings.
  - 1. Owner-occupied dwellings initial pricing. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the dwelling, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under *N.J.A.C. 5:80-26.4*; provided, however, that the price shall be subject to the affordability average requirement as noted above.
  - 2. Rental dwellings initial pricing. The initial rent for a restricted rental dwelling shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household

## Hightstown Borough Revised General Ordinances

size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement.

3. Owner-occupied dwellings annual increase. The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
  4. Rental dwellings annual increase. The rent of low and moderate income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.
  5. Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by the NJ Department of Community Affairs for its Section 8 program.
- D. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.
1. The initial purchase price for a restricted ownership dwelling shall be approved by the Borough Administrative Agent.
  2. The Borough Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
  3. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income homeowners and the market homeowners.
- E. The owners of restricted ownership units may apply to the Borough Administrative Agent to increase the maximum sales price for the dwelling on the basis of eligible capital improvements. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or the addition of a bathroom.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-10 Affordability Controls for Ownership Units.**

- A. The affordability control period for a restricted ownership dwelling shall commence on the date the initial certified household takes title to the dwelling.
- B. Each restricted ownership dwelling shall remain subject to the requirements of UHAC until the Borough of Hightstown elects to release the dwelling from such requirements pursuant to action taken in compliance with *N.J.A.C. 5:80-26.5(g)*. Prior to such municipal election, a restricted ownership dwelling shall remain subject to the requirements of *N.J.A.C. 5-80-26.5*, for a period of at least 30 years, and for a period of at least 10 years or the sale and repayment of any loan proceeds for owner-occupied units that were rehabilitated. Where a dwelling unit is entered into an extension of expiring controls program, the time period for the ownership restriction shall be at least 30 years from the date that the existing or prior restriction would have expired.

## Hightstown Borough Revised General Ordinances

- C. The affordability control period for a restricted ownership dwelling shall commence on the date the initial certified household takes title to the dwelling.
- D. Each restricted ownership dwelling shall remain in compliance with and subject to the requirements of *N.J.A.C. 5:80-26.5* for control periods, *N.J.A.C. 5:80-26.6* for price restrictions, *N.J.A.C. 5:80-26.7* for buyer income eligibility, *N.J.A.C. 5:80-26.8* for limitations on indebtedness and subordination, *N.J.A.C. 5:80-26.9* for capital improvements, and *N.J.A.C. 5:80-26.10* for maintenance.
- E. Limitations on Indebtedness Secured by Ownership Dwelling; Subordination.
  - 1. Prior to incurring any indebtedness to be secured by a restricted ownership dwelling, the Borough Administrative Agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
  - 2. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership dwelling to exceed 95% of the maximum allowable resale price of that dwelling, as such price is determined by the Borough Administrative Agent in accordance with *N.J.A.C. 5:80-26.6(b)*.
- F. Capital Improvements to Ownership Units.
  - 1. The owners of restricted ownership units may apply to the Borough Administrative Agent to increase the maximum sales price for the dwelling on the basis of capital improvements made since the purchase of the dwelling. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing dwelling exceed the limits of affordability for the larger household.
  - 2. Upon the resale of a restricted ownership dwelling, all items of property that are permanently affixed to the dwelling or were included when the dwelling was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Borough Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the dwelling and not included in the base price may be made a condition of the dwelling resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Borough Administrative Agent. Unless otherwise approved by the Borough Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the dwelling resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.
- G. Notice of Resale, Recapture Covenant and 95/5 Purchase Options.
  - 1. The owner of the property is required to notify the Borough Administrative Agent by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the period of affordability controls on restricted units in effect at the time the Property was first restricted as part of the Affordable Housing Program.
  - 2. The municipal construction code official shall inspect the available affordable resale unit for construction and property maintenance code violation(s). The code official shall submit in writing to the owner and the Borough Administrative Agent a listing of the violation(s). The estimated cost of the repairs not completed by the owner prior to resale shall be deducted from the resale price. The cost of repairs not undertaken by the owner will be determined by

## Hightstown Borough Revised General Ordinances

estimator(s) and/or contractor(s) supplied by the Borough Administrative Agent and charged back to the seller.

3. Upon the first such non-exempt sale of the Property, 95% of the difference between, (i), the actual sale price; and (ii), the regulated maximum sales price that would be applicable were the period of affordability controls on restricted units still in effect, shall be paid at closing to the Borough of Hightstown; or, to the NJ Department of Community Affairs or NJ Housing and Mortgage Finance Agency, when acting as receiving agent for the municipality. Exempt sales shall be as listed in §28-17-13.
4. Such non-exempt sale is subject to the options provided for in *N.J.A.C. 5:80-26.20* (Option to buy 95/5 units), *N.J.A.C. 5:80-26.21* (Municipal Option on 95/5 units), *N.J.A.C. 5:80-26.22* (State Option on 95/5 Units), *N.J.A.C. 5:80-26.23* (Non-Profit Option on 95/5 Units), *N.J.A.C. 5:80-26.24* (Seller Option on 95/5 Units), *N.J.A.C. 5:80-26.25* (Municipal Rejection of Repayment Option on 95/5 Units) and *N.J.A.C. 5:80-26.26* (Continued Application of Options to Create, Rehabilitate or Maintain 95/5 Units) of UHAC.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-11 Affordability Controls on Rental Dwellings.**

- A. Each restricted rental dwelling shall remain subject to the requirements of UHAC until the Borough of Hightstown elects to release the dwelling from such requirement pursuant to action taken in compliance with *N.J.A.C. 5:80-26.11(e)*. Prior to such a municipal election, a restricted rental dwelling shall remain subject to the requirements of *N.J.A.C. 5:80-26.11*, for a minimum of 30 years, and for a period of at least 10 years or the sale and repayment of any loan proceeds for renter-occupied units that were rehabilitated.
- B. Each restricted rental dwelling shall remain in compliance with and subject to the requirements of *N.J.A.C. 5:80-26.11* for control periods, *N.J.A.C. 5:80-26.12* for restrictions on rents, and *N.J.A.C. 5:80-26.13* for tenant income eligibility.
- C. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Mercer. A copy of the filed document shall be provided to the Borough Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- D. A restricted rental dwelling shall remain subject to the affordability controls of this Article, despite the occurrence of any of the following events:
  1. Sublease or assignment of the lease of the dwelling;
  2. Sale or other voluntary transfer of the ownership of the dwelling; or
  3. The entry and enforcement of any judgment of foreclosure.
- E. Rent Restrictions for Rental Units; Leases.
  1. A written lease shall be required for all restricted rental units, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental dwelling shall be provided to the Borough Administrative Agent.
  2. No additional fees or charges shall be added to the approved rent without the express written approval of the Borough Administrative Agent.

## Hightstown Borough Revised General Ordinances

3. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted dwelling and shall be payable to the Borough Administrative Agent to be applied to the costs of administering the controls applicable to the dwelling as set forth in this Article.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-12 Accessibility Requirements.**

The following barrier free accessibility and adaptability requirements shall apply to all new construction:

- A. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Sub-code, *N.J.A.C. 5:23-7*.
- B. All restricted townhouse dwellings and all restricted units in other multistory buildings in which a restricted dwelling is attached to at least one other dwelling shall have the following features:
  1. An adaptable toilet and bathing facility on the first floor;
  2. An adaptable kitchen on the first floor;
  3. An interior accessible route of travel on the first floor;
  4. An interior accessible route of travel shall not be required between stories within an individual dwelling;
  5. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
  6. An accessible entranceway in accordance with *N.J.S.A. 52:27D-311a*, et seq. and the Barrier Free Sub-code, *N.J.A.C. 5:23-7*, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
    - a. Where a dwelling has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling, an accessible entrance shall be installed.
    - b. To this end, the developer of restricted units shall deposit funds within the affordable housing trust fund of the Borough of Hightstown sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
    - c. The funds deposited under sub-paragraph –(b) above shall be used by the Borough for the sole purpose of making the adaptable entrance of any affordable dwelling accessible when requested to do so by a person with a disability who occupies or intends to occupy the dwelling and requires an accessible entrance.
  7. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from an adaptable to an accessible entrance to the Construction Code Official.
  8. Once the Construction Code Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, *N.J.A.C. 5:23-7*, and that the cost estimate of such conversion is reasonable, payment shall be made into the municipality's affordable housing trust fund by the Chief Financial Officer who



## Hightstown Borough Revised General Ordinances

shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.

9. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that physical or environmental conditions of the site render it impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-13 Exempt Transactions.**

- A. The following transactions shall be deemed "non-sales" for purposes of these regulations and the owner receiving title by virtue of any of the following transactions shall be entitled to a statement of exemption to the owner receiving title by virtue of any of the following transactions:
  1. Transfer of ownership of an affordable sales unit between husband and wife;
  2. Transfer of ownership of an affordable sales unit between former spouses ordered as a result of a judicial decree of divorce (and not including sales to third parties);
  3. Transfer of ownership of an affordable unit between family members as a result of inheritance;
  4. Transfer of ownership of an affordable unit through an executor's deed to a Class A beneficiary;
  5. Transfer of ownership of an affordable unit through an order of the Superior Court or other court, in a foreclosure proceeding or transfer in lieu of foreclosure after a foreclosure proceeding has commenced.
- B. Except for the income level of the family acquiring title by an exempt transaction, the exempt transfer will not eliminate any restrictions set forth herein including, but not limited to, the unit remaining the prime resident and the requirement for resale to low- and moderate-income families as applicable and all such restrictions shall remain in effect following the exempt transfer except as stated in subsection A.5.
- C. Should a mortgagee acquire title pursuant to subsection A.5 it may re-sell the unit to any family, regardless of income, with the municipality having the right of first refusal. The sales price to the municipality is the amount necessary to cure the foreclosure. This includes all principal and interest due to the mortgagee and other lien holders, repayment of equity to the owner prior to foreclosure and the costs of foreclosure. If the municipality does not purchase the unit, the mortgagee may sell the unit without any of the restrictions set forth in this section. The amount of the sale above that which is necessary to cure the foreclosure will be turned over to the municipality to be used for low and moderate income housing.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-14 Leasing Restriction.**

Initial and subsequent owners of affordable housing units shall occupy the dwelling as their principal residence. Rental or subleasing of the affordable housing unit is expressly forbidden. (Ord. No. 2019-01; Ord. No. 2020-03)

## Hightstown Borough Revised General Ordinances

### **28-17-15 Effect on Landlord and Tenant Relationship.**

- A. Nothing in these rules should be construed to limit the rights and duties of the owner and tenant to maintain the dwelling in accordance with all appropriate New Jersey State or municipal construction and property maintenance codes.
- B. Notwithstanding anything to the contrary in this Article, any member of a household occupying a dwelling under this Article and subject to the regulations of the Borough of Hightstown is subject to eviction for any reasons allowed under applicable New Jersey law. The provisions of this Article are not intended to confer any additional rights or obligations on property owners or tenants other than those mandated by statute or required by the courts of the State of New Jersey or the duly adopted regulations of any of its agencies.

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-16 Affirmative Marketing for Affordable Housing.**

- A. Purpose. The purpose of this Section is to establish administrative procedures to ensure a wide dissemination of knowledge of affordable housing units as they become available to the low and moderate income population, and that the selection of tenants or homeowners, as the case may be, meets the requirements of UHAC.
- B. An Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters 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 a developer or sponsor of affordable housing. An Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region.
- C. Affirmative Marketing Requirements. Within the overall framework of the municipality's affirmative marketing program, all affordable housing units in Hightstown Borough shall be marketed in accordance with the provisions in this Section unless otherwise provided for in N.J.A.C. 5:80-26-1. An Affirmative Marketing Plan shall be created for each development that contains or will contain low and moderate income units, including those that are part of the Borough's prior round Housing Element and its current Housing Element and those that may be constructed in future developments not yet anticipated. This Affirmative Marketing Plan shall also apply to any rehabilitated units that are vacated and re-rented during the applicable period of controls for rehabilitated rental units when Hightstown is allocated a rehabilitation component.
- D. Plan Preparation. The Borough Administrative Agent or Administrative Agent shall prepare an Affirmative Marketing Plan for each affordable housing program, as applicable, comporting with N.J.A.C. 5:80-26.15, for review and approval by the Borough Administrative Agent. The Borough Administrative Agent of the Borough shall oversee the work of a developer's Administrative Agent provided that the person has been approved by the Borough Administrative Agent. Regardless of the drafting agent, the Affirmative Marketing Plan is intended to be used by developers of affordable housing restricted to low and moderate income households located within the municipality. The Administrative Agent responsible for specific affordable housing programs or developments shall ensure that the affirmative marketing of all affordable units is consistent with these provisions.
- E. Affirmative Marketing Implementation. The Affirmative Marketing Plan includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance to N.J.A.C. 5:80-26. All newly created affordable units will comply with the thirty-year affordability control required by UHAC, N.J.A.C. 5:80-26-5 and

## Hightstown Borough Revised General Ordinances

5:80-26-11. This plan will be adhered to by all private, non-profit or municipal developers of affordable housing units and will cover the period of deed restriction or affordability controls on each affordable unit. The Affirmative Marketing Plan for each affordable housing development shall meet the following minimum requirements:

1. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4, comprised of Mercer, Monmouth and Ocean Counties.
2. Although the Borough has the ultimate responsibility for implementing all aspects of Hightstown's affordable housing program, the Administrative Agent designated by the Borough Administrative Agent shall assure that the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
3. The Administrative Agent shall provide a list of counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
4. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all of the affordable units have been leased or sold.
5. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Borough of Hightstown.
6. The Affirmative Marketing Plan for each affordable housing development shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
7. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in Hightstown; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
8. The Borough Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in the Region 4 Housing Area for the use of the Borough and other Administrative Agents. In addition, the list shall also include Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Trenton, Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch Branches of the NAACP, Shiloh Baptist Church, and the Supportive Housing Association, which entities shall receive specific notice of all available affordable housing units along with copies of application forms. This list shall be updated periodically. The list shall contain organizations that will aid in the affirmative marketing program with particular emphasis on contacts with outreach to groups and individuals that are least likely to apply for affordable housing within the region. A representative sample of the organizations on the list not otherwise requiring specific notice herein shall be contacted as part of the affirmative marketing effort as approved by the Borough Administrative Agent.
9. The Affirmative Marketing Plan shall be approved by the Borough Administrative Agent prior to implementation.

## Hightstown Borough Revised General Ordinances

(Ord. No. 2019-01; Ord. No. 2020-03)

### **28-17-17 Violations of Affordable Housing Regulations**

- A. Upon the occurrence of a breach of any of the regulations governing the affordable dwelling by an owner, developer or tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, 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.
- B. After providing written notice of a violation to an owner, developer or tenant of a low- or moderate-income dwelling and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
1. The municipality may file a court action pursuant to *N.J.S.A. 2A:58-11* alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the court:
    - a. A fine of not more than \$1,000.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
    - b. In the case of an owner who has rented his or her low- or moderate-income dwelling in violation of the regulations governing affordable housing units, payment into the Borough of Hightstown's Affordable Housing Trust Fund of the gross amount of rent illegally collected;
    - c. In the case of an owner who has rented his or her low or moderate income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
  2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the dwelling, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low and moderate income unit.
  3. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the County Sheriff, at which time the low and moderate income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- C. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien upon the dwelling and any prior liens on the dwelling. The excess, if any, shall be applied to reimburse the Borough for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the Borough in full as aforesaid, the violating owner shall be

## Hightstown Borough Revised General Ordinances

personally responsible for the deficiency, in addition to any and all costs incurred by the Borough in connection with collecting said deficiency. The remainder, if any, up to a maximum of the amount the owner would be entitled to if he or she were to sell the dwelling as permitted by *N.J.S.A. 5:80-26.1 et seq.*, shall be placed in escrow by the Borough for the owner and shall be held in such escrow for a period of two years or until such time as the owner shall make a claim with the Borough for the same. Failure of the owner to claim said sum within the two-year period shall automatically result in a forfeiture of said remainder to the municipality and paid into the Affordable Housing Trust Fund. Any interest accrued or earned on the remainder while being held in escrow shall belong to and shall be paid to the Hightstown Borough Affordable Housing Fund whether the remainder is paid to the owner or forfeited to the Borough. Any excess funds derived over and above the sum due the owner shall be paid over to the Borough's Affordable Housing Trust Fund.

- D. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low and moderate income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing dwelling. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- E. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- F. Failure of the very low-, low- and moderate- income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- G. The owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
- H. Right to Cure. The Borough may, at its option, advance and pay all sums necessary to protect, preserve and retain the dwelling as an affordable dwelling, subject to the terms of this Article. All sums so advanced and paid by the Borough shall become a lien against said dwelling and shall have a higher priority than any lien except the first purchase money mortgage lien and liens by duly authorized government agencies. Such sums may include but are not limited to insurance premiums, taxes, assessments (public or private) and costs of repair necessary to bring the dwelling up to any and all applicable local, state or federal codes and liens which may be or become prior and senior to any first purchase money mortgage as a lien on the dwelling or any part thereof. If, in the event of a default or nonpayment by the owner of an affordable dwelling, any first mortgagee or other creditor of an owner of an affordable dwelling exercises its contractual or legal remedies available, the owner shall notify the Administrative Agent and the Borough Solicitor of the Borough, in writing, within 10 days of notification by the first mortgagee or creditor and no later than 10 days after service of any summons and complaint, and the Borough shall have the option to purchase, redeem or cure any default upon such terms and conditions as may be agreeable to all parties in interest and/or to acquire the first

## Hightstown Borough Revised General Ordinances

purchase money mortgage to the dwelling, thereby replacing the first mortgagee as the first mortgagee of the dwelling. The Borough shall have the same priority of lien as was held by the first mortgagee at the time the Borough acquires such first purchase money mortgage and shall have the right of subrogation with respect to any other claim or lien it satisfies or acquires.

### I. Provisions for First Purchase Money Mortgagees.

1. The terms and restrictions of this section shall be subordinate only to a first purchase money mortgage lien on any affordable dwelling and in no way shall impair the first mortgagee's ability to exercise the contract remedies available to it in the event of default as set forth in the first purchase money mortgage. The first mortgagee and/or mortgage servicer shall serve written notice upon the Borough within 10 days after the first purchase money mortgage is two months in arrears and again within 10 calendar days of the filing of a complaint seeking foreclosure of the first purchase money mortgage held on an affordable dwelling. However, a judgment of foreclosure upon the property shall in no instance terminate the conditions and requirements of this Article maintaining the dwelling as an affordable, income-restricted residence.
2. The obligation of the first mortgagee and servicer to notify the Borough shall cease automatically and immediately upon the sale of the first purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market, unless the rules and regulations or guidelines of the Federal National Mortgage Association are amended so as to not prohibit or exclude placing such obligation upon the holder of the mortgage or its service representative, in which case, an instrument duly evidencing the same shall be recorded with the Register of Deeds, Mercer County, New Jersey, before any such obligation shall exist. Provided that the first mortgagee is obligated to give the Borough the above-mentioned notices, the first mortgagee shall also serve written notice of any proposed foreclosure sale upon the Borough at least 30 days prior to the first scheduled date of such sale. The first mortgagee shall serve notice upon the Borough within 30 days of the sale of the first purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market.
3. The Borough of Hightstown or any instrumentality designated by the Borough shall have the right to purchase any mortgage which is in default at any time prior to the entry of a foreclosure judgment or within the redemption period thereafter. Notification of a default and of the institution of a foreclosure action and of a sheriff's sale shall be served, in writing, upon the Borough Clerk and Municipal Attorney. The Borough of Hightstown shall at all times be considered a party in interest and shall have the right to be joined as a party defendant and/or shall have the right to intervene in any foreclosure action seeking foreclosure of a first mortgage and/or shall have the right to redeem and acquire the owner's equity of redemption or to acquire the dwelling from the owner upon such terms and conditions as may be determined by the Borough.
4. Surplus funds. In the event of a foreclosure sale by the holder of the first purchase money mortgage, the owner shall be personally obligated to pay to the Borough any excess funds, but only to the extent that such excess funds exceed the difference between what the owner could have resold his dwelling for under this Article at the time of the foreclosure sale and the amount necessary to redeem and satisfy the first purchase money mortgage debt, including costs of foreclosure and costs of repairs necessary to bring the dwelling up to any and all applicable local, state or federal codes. For the purposes of this subsection, excess funds shall be the total paid to the sheriff in excess of the amount required to pay and satisfy the first purchase money mortgage, including the costs of foreclosure, even if junior creditors actually receive payment

## Hightstown Borough Revised General Ordinances

from said surplus funds to the exclusion of the owner. The Borough is hereby given a first priority lien, second only to the first mortgagee for any taxes or public assessments by a duly authorized governmental body up to the full amount of excess funds. This obligation of the owner to pay this full amount to the Borough shall be deemed to be a personal obligation of the owner of record at the time of the foreclosure sale, and the Borough is hereby empowered to enforce this obligation in any appropriate court of law or equity as though the same were a personal contractual obligation of the owner. Neither the first mortgagee nor the purchaser at the foreclosure sale shall be responsible or liable to the Borough for any portion of this excess. The Borough shall deposit any funds received in the Affordable Housing Trust Fund and use it for the purposes as set forth in the Housing Element and Fair Share Plan.

(Ord. No. 2019-01; Ord. No. 2020-03)



Hightstown Borough Revised General Ordinances

Section 26-10

MANDATORY DEVELOPMENT FEES

Subsections:

- 26-10-1 Purpose.
- 26-10-2 Definitions.
- 26-10-3 Residential Development Fees.
- 26-10-4 Non-Residential Development Fees.
- 26-10-5 Exemptions.
- 26-10-6 Collection of Fees.
- 26-10-7 Housing Trust Fund.
- 26-10-8 Use of Funds.

**Subsection 26-10-1. Purpose.**

This Section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH’s regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Section shall be used for the sole purpose of providing very low-, low- and moderate-income housing.

**Subsection 26-10-2. Definitions.**

The following terms shall have the meanings indicated:

- a. “COAH” means the New Jersey Council on Affordable Housing.
- b. “Development fees” means money paid by an individual, person, partnership, association, company or corporation for the improvement of property as permitted in current affordable housing rules.
- c. “Equalized assessed value” means the value of a property determined by the municipal tax assessor through a process designed to ensure that all property in the municipality is assessed at the same assessment ratio or ratios required by law. Estimates at the time of issuance of a building permit may be obtained utilizing estimates for construction cost. Final equalized assessed value will be determined at project completion by the municipal tax assessor.
- d. “Judgment of Compliance” means a judgment issued by the Superior Court approving a municipality’s housing element and fair share plan in accordance with the provisions of the Fair Housing Act and the rules and criteria as set forth herein. A grant of substantive certification shall be valid for a period of ten years or as otherwise may be determined by the Superior Court in accordance with the terms and conditions therein.

**Subsection 26-10-3. Residential Development Fees.**

- a. Imposition of fees.
  - 1. Within the Borough of Hightstown, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
  - 2. When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a bonus development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a

## Hightstown Borough Revised General Ordinances

development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

- b. Eligible exactions, ineligible exactions and exemptions for residential development
  - 1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units, or by redevelopment agreement or other agreement with the Borough of Hightstown, shall be exempt from the payment of development fees.
  - 2. Developments that received preliminary or final site plan or subdivision approval prior to January 1, 2005 shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.
  - 3. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
  - 4. No development fee shall be collected for a demolition and replacement of a residential building resulting from fire, war, or a natural disaster.

### **Subsection 26-10-4. Non-Residential Development Fees.**

- a. Imposition of fees.
  - 1. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted below, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
  - 2. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted below, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
  - 3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.
- b. Eligible exactions, ineligible exactions and exemptions for non-residential development.
  - 1. The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.

## Hightstown Borough Revised General Ordinances

2. The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/ Exemption." Any exemption claimed by a developer shall be substantiated by that developer.
4. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
5. If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Borough of Hightstown as a lien against the real property of the owner.

### **Subsection 26-10-5. Exemptions.**

- a. Developers of low and moderate income units shall be exempt from paying development fees.
- b. Developers that have received preliminary or final Approval(s) prior to the effective date of this Ordinance shall be exempt from paying a development fee unless the developer seeks a substantial change in the approval.
- c. Developers who demolish and replace or renovate and re-occupy abandoned housing units shall be exempt from paying development fees, provided the number of housing units on the property does not increase.
- d. Home improvements or expansions shall be exempt from development fees, provided the improvements or expansions do not create any new housing units.
- e. There shall be no fee for improvements to non-residential uses when the improvements do not increase the intensity of the existing use. For instance, there shall be no fee for façade or signage improvements.
- f. Development projects that are the subject of redevelopment agreements, in which case development fee obligations will be negotiated as part of the redevelopment agreement.

### **Subsection 26-10-6. Collection of Fees.**

- a. The Borough of Hightstown shall use the following procedures in the collection of fees:
  1. Upon the passage of the resolution of memorialization granting of a preliminary, final or other applicable approval for a development, the Planning Board Secretary shall notify the construction code official responsible for the issuance of a building permit of the approving authority's action.
  2. Once all prior approvals have been obtained, the person requesting a building permit application for a non-residential development, only, shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as part of the building permit application. The construction code official shall verify the information submitted by the non-residential developer or developer's designee. The Hightstown Borough tax assessor shall verify any requested exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

## Hightstown Borough Revised General Ordinances

3. The construction code official responsible for the issuance of a building permit shall notify the Borough tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.
  4. Within 90 days of receipt of that notice, the Borough tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.
  5. The construction code official responsible for the issuance of a final certificate of occupancy shall notify the Borough tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
  6. Within 10 business days of a request for the scheduling of a final inspection, the Borough tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
  7. Should the Borough of Hightstown fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L.2008, c.46 (C.40:55D-8.6).
  8. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.
- b. Appeal of development fees.
1. A developer may challenge residential development fees imposed by filing a challenge with the Mercer County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the Municipal Finance Officer of the Borough of Hightstown. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
  2. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the New Jersey Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Borough of Hightstown. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

### **Subsection 26-10-7. Housing Trust Fund.**

There is hereby created an interest bearing housing trust fund for the purpose of receiving development fees from all residential and nonresidential developers. All development fees paid by developers pursuant to this Ordinance shall be deposited into this fund. No money shall be expended from the housing trust fund unless the expenditure conforms to an approved spending plan.

### **Subsection 26-10-8. Use of Funds.**

a. Money deposited in the housing trust fund may be used for any activity identified in the Borough's approved housing plan for addressing the Borough of Hightstown's low and moderate income housing obligation. Such activities may include, but are not necessarily limited to: housing rehabilitation, new construction, the purchase of land for low and moderate income housing, extensions and/or improvements of roads and infrastructure to low and moderate income housing sites, assistance designed to

## Hightstown Borough Revised General Ordinances

render units for more affordable to low and moderate income households and administrative costs necessary to implement the Borough of Hightstown's housing element. The expenditure of all money shall conform to an approved spending plan.

b. At least thirty percent (30%) of the revenues collected shall be devoted to render units more affordable. Examples of such activities include, but are not limited to: down payment and closing cost assistance, low interest loans and rental assistance.

c. No more than twenty percent (20%) of the revenues collected each year shall be expended on administrative costs necessary to develop, revise or implement the housing element. Examples of eligible administrative activities include: personnel, consultant services, space costs, consumable supplies and rental or purchase of equipment directly associated with plan development or plan implementation.

d. Development fee revenues shall not be expended to reimburse the Borough of Hightstown for housing activities that preceded a first or second round substantive certification.

(Ord. No. 2004-28; Ord. No. 2005-16; Ord. No. 2005-27; Ord. No. 2016-02; Ord. No. 2021-15)

APPENDIX L  
AFFORDABLE HOUSING  
ADMINISTRATION

**Meeting Minutes  
Hightstown Borough Council  
January 17, 2023  
6:30 p.m.**

The meeting was called to order by Mayor Bluth at 6:30 p.m. and he read the Open Public Meetings Act statement which stated, “Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was sent to the *Trenton Times* and the *Windsor-Hights Herald*, and is posted on the Borough website.”

The flag salute followed Roll Call.

	<b>PRESENT</b>	<b>ABSENT</b>
Councilmember Joseph Cicalese	✓	
Councilmember Cristina Fowler	✓	
Councilmember Todd Frantz	✓	
Councilmember Joshua Jackson		✓
Councilmember Frederick Montferrat	✓	
Mayor Susan Bluth	✓	

Also in attendance: Margaret (Peggy) Riggio, Borough Clerk; Dimitri Musing, Borough Administrator; Fred Raffetto, Borough Attorney; Ken Lewis, Superintendent of Public Works and Carmela Roberts, Borough Engineer.

The Flag Salute followed roll call.

**APPROVAL OF AGENDA**

Moved by Councilmember Montferrat; Seconded by Councilmember Cicalese.

Roll Call Vote: Councilmembers Cicalese, Fowler, Frantz, Jackson and Montferrat voted yes.

Agenda approved 5-0.

**APPROVAL OF MINUTES**

Councilmember Fowler moved the following minutes for approval:

December 5, 2022 – Public Session

December 5, 2022 – Executive Session  
December 19, 2022 – Public Session  
December 19, 2022 – Executive Session

Seconded by Councilmember Cicalese.

Roll Call Vote: Councilmembers Cicalese, Fowler, and Montferrat voted yes; Councilmember Frantz abstained.

Minutes approved 3-0 with 1 abstention.

### **COUNCIL VACANCY**

Mr. Raffetto explained that the Council seat became vacant when Mayor Bluth resigned her position before being sworn in as Mayor. In this instance, we must follow the Municipal Vacancy Law. The Hightstown Democratic Committee submitted three nominees to the Borough Clerk on January 11, 2023. The names submitted were: Jeet Gulati, Dr. Haritha Chityala and Anne Studholme.

Mayor Bluth opened the floor for nominations: Councilmember Montferrat nominated Jeet Gulati. Mr. Gulati is an active member of the Democratic Committee has volunteered on the Hightstown Housing Authority and Harvest Fair Committee. He feels Mr. Gulati would be a wonderful addition to Council. Ms. Fowler seconded the nomination.

### **Resolution 2023-29 Appointing a Councilmember to Fill the Vacancy Until the November General Election**

Moved by Councilmember Cicalese; Seconded by Councilmember Frantz

Roll Call Vote: Councilmembers Cicalese, Fowler, Frantz and Montferrat voted yes.

Resolution adopted 4-0.

Resolution 2023-29

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

### **APPOINTING A COUNCILMEMBER TO FILL A VACANCY UNTIL THE NOVEMBER GENERAL ELECTION**

**WHEREAS**, there exists a vacancy in the office of Councilmember due to the resignation of Susan Bluth effective January 3, 2023; and



**WHEREAS**, the Municipal Vacancy Law (N.J.S.A. 40A:16-1 *et seq.*), provides that the Municipal Committee of the party that previously filled the seat shall submit within fifteen (15) days three (3) names for Council’s consideration in filling the vacancy; and

**WHEREAS**, the Democratic Municipal Committee submitted the names of three (3) Nominees on January 11, 2023; and

**WHEREAS**, pursuant to the Municipal Vacancy Law, the Borough Council must, fill the vacancy by the appointment of a successor from the three (3) Nominees put forward from same political party which had nominated the incumbent whose office had become vacant; and

**WHEREAS**, the Borough Council has publicly deliberated the nominees presented by the Democratic Municipal Committee to fill the vacancy with a member who would best serve the residents of the Borough; and

**WHEREAS**, by vote of Borough Council, the Council has decided to appoint Jeet Gulati to fill the position of Councilmember until the next General Election on November 7, 2023, when a successor will be elected by the voters to fulfill the vacant unexpired term of Councilmember ending December 31, 2024.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that Jeet Gulati is hereby appointed to serve in the position of Councilmember to fill the vacancy until the General Election on November 7, 2023, when a successor will be elected by the voters to fulfill the vacant unexpired term of Councilmember Susan Bluth ending December 31, 2024.

Ms. Bluth Swore in Mr. Gulati. Mr. Gulati took his place on the dais.

## **PRESENTATIONS**

### **Fire Department Banners**

Austin Frank, volunteer, Hightstown Engine Company No. 1, presented a plan to hang banners throughout Hightstown for a membership drive. They feel the visibility would help attract new members. They are looking to place 4 – 6 banners at strategic locations in town. They are asking permission to have signs placed for a period of 6 months. Discussion ensued. Council supports this initiative. It was stated that the fire department will need to work with Mr. Musing and Mr. Chin regarding the locations. The fire department will need to work with Mr. Chin to ensure that the banners are installed safely. It was also requested that to stay within the confines of our Borough Code that the signs be moved every 2 months. After a unanimous straw vote, Council approved the placement of the banners.

## **ENGINEERING ITEMS**

## **Improvements to Maxwell Avenue**

Carmela Roberts, Borough Engineer, reviewed her January 12, 2023, letter for Improvements to Maxwell Avenue. A grant for \$621,2700 was received from NJDOT. The estimated construction cost is \$744,810.00. The work would include replacement of deteriorated curb, sidewalk, and curb ramps as necessary, new sidewalk where none currently exists on one side of the road, upgrades to storm drains, milling and paving, replacement of signage and striping and the construction of a roundabout at the intersection of East Ward Street. Ms. Roberts also recommends water and sewer upgrades which would include replacing the existing water main on Maxwell Avenue and replacement of water services. Improvements may also be needed to the existing sanitary sewer system within the project area. The Borough must also continue to move forward with lead water service replacement. Ms. Roberts recommends expanding the project to include the replacement of lead water lines in areas beyond Maxwell Avenue. This would include all or portions of Monmouth Street, Manlove Avenue, Broad Street, Cole Avenue and Clinton Street. Expanding the project to include the lead service replacement beyond Maxwell Avenue would maximize the NJ Water Bank's potential 50% loan forgiveness for contracts up to \$1,000,000. Discussion ensued Council all stated that they support the project and think the roundabout is needed and will deter truck traffic. They also believe it is important to continue to move forward with the replacement of lead service line replacement.

Ken Lewis, Superintendent of Public Works, stated that he would like Council to reconsider the roundabout. The garbage truck will not be able to maneuver the circle. By narrowing the driveway by the Peddie School, the road will be too narrow and will create maintenance issues. He asked that this be taken into consideration.

After further discussion, it was decided that Council will revisit this discussion at the February 6<sup>th</sup> meeting. In the meantime, Mr. Lang will have bond ordinances prepared for the full amount of the project. The bond ordinance will be introduced at the February 6<sup>th</sup> meeting.

### **Resolution 2023-30 Authorizing Design, Inspection and Contract Administration for the Installation of Rapid Flashing Beacons at Stockton Street and Oak Lane**

Moved by Councilmember Cicalese; Seconded by Councilmember Fowler.

Roll Call Vote: Councilmembers Cicalese, Fowler, Frantz, Gulati and Montferrat voted yes.

Resolution adopted 5-0.

Resolution 2023-30

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**AUTHORIZING DESIGN, INSPECTION AND CONTRACT ADMINISTRATION  
FOR THE INSTALLATION OF RAPID FLASHING BEACONS AT STOCKTON  
STREET & OAK LANE**

**WHEREAS**, Borough Council wishes to have two rectangular rapid flashing beacons installed across Stockton Street between Oak Lane and Harron Avenue; and

**WHEREAS**, the Borough Engineer has provided a cost not to exceed \$10,000.00 to survey, design, prepare and receive proposals, apply for all County approvals, act as inspection engineer and contract administrator for the project; and

**WHEREAS**, the Chief Finance Officer has certified that funds are available for this project.

**NOW, THEREFORE BE IT RESOLVED**, that the Borough Engineer is hereby authorized as the design engineer, construction inspection engineer and contract administrator for the installation of rapid flashing beacons at Stockton Street & Oak Lane at a cost not to exceed \$10,000.00

**PUBLIC COMMENT**

Mayor Bluth opened the public comment period and the following individuals spoke:

**Eugene Sarafin, 628 South Main Street** – Stated that he does not like that he cannot hear Council without microphones. He also feels that the podium present for the public is not necessary. He believes that democracy is present in Hightstown. He likes the discussion, sharing ideas and looking at all points of view. He thinks this is a wonderful group of people.

**Matt Morgan, 123 Orchard Lane** – He liked the discussion on the roundabout. Asked that Council do their due diligence before a decision is made. He thinks the original plan is good. Thanked Council for the discussion.

**Anne Studholme, 409 South Main Street** – Stated that it is great to see everyone in person. She is in 100% support of Fire Department banners. Offered to have a banner placed on her lawn.

There being further comments, Mayor Bluth closed the public comment period.

**RESOLUTIONS**

**Resolution 2023-31 Authorizing Payment of Bills**

Moved by Councilmember Montferrat; Seconded by Councilmember Fowler.

Roll Call Vote: Councilmembers Cicalese, Fowler, Frantz, and Montferrat voted yes. Councilmember Gulati abstained.

Resolution adopted 4-0 with 1 abstention.

Resolution 2023-31

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**AUTHORIZING PAYMENT OF BILLS**

**WHEREAS**, certain bills are due and payable as per itemized claims listed on the following schedules, which are made a part of the minutes of this meeting as a supplemental record;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$1,438,116.59 from the following accounts:

Current		\$1,341,609.38
W/S Operating		69,677.58
General Capital		3,142.50
Water/Sewer Capital		19,335.38
Grant		0.00
Trust		0.00
Unemployment Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Tax Lien Trust		0.00
Public Defender Trust		0.00
Housing Trust		0.00
Escrow		<u>4,351.75</u>
Total		<u>\$1,438,116.59</u>

**Resolution 2023-32 Appointing Council Liaisons**

Moved by Councilmember Fowler; Seconded by Councilmember Montferrat.

Mayor Bluth stated that she would like to make a few changes to the resolution. They are as follows:

Councilmember Frantz Liaison to Environmental Commission and First Aid Squad

Councilmember Gulati Liaison to the Housing Authority and Finance

Mayor Bluth Liaison to the Cultural Arts Commission and Water/Sewer

Councilmember Cicalese moved Resolution 2023-32 as amended; Seconded by Councilmember Frantz

Roll Call Vote: Councilmembers Cicalese, Fowler, Frantz, Gulati and Montferrat voted yes.

Resolution adopted 5-0.

Resolution 2023-32

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**APPOINTING COUNCIL LIAISONS**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the following Council liaisons are hereby confirmed:

**JOE CICALEASE**

Board of Health  
Parks and Recreation

**CRISTINA FOWLER**

Fire Department  
Administration

**TODD FRANTZ**

Environmental Commission  
First Aid Squad

**JEET GULATI**

Housing Authority  
Finance

**JOSHUA JACKSON**

Historic Preservation Commission  
Public Works

**FRED MONTFERRAT**

Construction/Inspections/Zoning

**MAYOR BLUTH**

Cultural Arts Commission  
Water & Sewer

**Resolution 2023-33 Authorizing Installation of New LED Luminaire at Route 33 and Broad Street**

Moved by Councilmember Cicalese; Seconded by Councilmember Gulati.

Roll Call Vote: Councilmembers Cicalese, Fowler, Frantz, Gulati and Montferrat voted yes.

Resolution adopted 5-0.

Resolution 2023-33

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**AUTHORIZING INSTALLATION OF NEW LED LUMINAIRE AT ROUTE 33 AND BROAD STREET**

**WHEREAS**, on March 2, 2020, through Resolution 2020-071, Hightstown Borough requested that the New Jersey Department of Transportation install Flashing Pedestrian Beacons at the crosswalk at the intersection of State Highway Route 33 (Franklin Street) and Broad Street in the Borough; and

**WHEREAS**, in order to meet the current lighting standards at this location, NJDOT is requesting that Hightstown Borough have JCP&L install a new LED luminaire at the SE corner and replace the existing HPS type luminaire at the NW corner to the following LED, 4000K, Type R3M Optic, 108W Cobra Head Roadway Luminaire or their equivalents.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Hightstown, authorize JCP&L to change the type of luminaire on utility wood poles as detailed herein in order to meet current lighting standards as requested by the New Jersey Department of Transportation.

**CONSENT AGENDA**

Councilmember Montferrat moved Resolutions 2023-34, 2023-35, 2023-36, 2023-37 and 2023-38 as a Consent Agenda; Councilmember Frantz seconded.

Roll Call Vote: Councilmembers Cicalese, Fowler, Frantz, Gulati and Montferrat voted yes.

Resolution adopted 5-0.

Resolution 2023-34

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**AUTHORIZING PAYMENT NO. 4 – ALLIED PAINTING, INC. (WATER TANK PAINTING AND REPAIR AT FIRST AVENUE, LESHIN LANE AND CRANBURY STATION ROAD)**

**WHEREAS**, on May 16, 2022, the Borough Council awarded a contract for the Water Tank Painting and Repairs at First Avenue, Leshin Lane and Cranbury Station Road to Allied Painting Inc., of Cherry Hill, New Jersey at the price of \$427,300.00; and

**WHEREAS**, the contractor has submitted a request for payment No. 4 in the amount of \$66,437.30, for partial payment through November 30, 2022; and

**WHEREAS**, the Borough Engineer has recommended approval of Payment Request No. 4 to the contractor in the amount of \$66,437.30; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that Payment Request No. 4 to Allied Painting, Inc., of Cherry Hill New Jersey for \$66,437.30, is hereby approved as detailed herein, and the Deputy CFO is authorized to issue same.

Resolution 2023-35

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**AUTHORIZING PAYMENT NO. 21 - THE MUSIAL GROUP, P.A.  
(ARCHITECTURAL AND CONTRACT ADMINISTRATION SERVICES FOR  
MUNICIPAL FACILITIES LOCATED AT 230 MERCER STREET)**

**WHEREAS**, Resolution 2019-44, appointed the Musial Group as Architect and Contract Administrator for the municipal facilities project located at 230 Mercer Street; and

**WHEREAS**, Resolution 2019-44 also authorized concept design at a cost not to exceed \$40,000; and

**WHEREAS**, Resolution 2019-115, adopted on June 3, 2019, authorized the remainder of the project at a total cost not to exceed \$459,895.00; and

**WHEREAS**, Resolution 2020-40, adopted on January 21, 2020, amended the contract to not exceed \$472,895.00 without further authorization of the Governing Body; and

**WHEREAS**, Resolution 2020-153, adopted on August 3, 2020, amended the contact to not exceed \$511,995.00 without further authorization of the Governing Body; and

**WHEREAS**, the architect has submitted payment request No. 21 for professional services for October 30, 2022 – December 17, 2022 in the total amount of \$10,290.95.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the payment request to The Musial Group, P.A. of Mountainside, New Jersey in the amount of \$10,290.95, is hereby approved as detailed herein, and the Deputy CFO is authorized to issue same.

Resolution 2023-36

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**AUTHORIZING PAYMENT NO. 1 (FINAL) EARLE ASPHALT – IMPROVEMENTS  
TO STOCKTON STREET AT OAK LANE**

**WHEREAS**, at the direction of Borough Council, the Borough Engineer authorized Earle Asphalt Company of Farmingdale, New Jersey to make various improvements at the intersection of Stockton Street and Oak Lane; and

**WHEREAS**, improvements were necessary to reduce stormwater ponding which occurred following the completion of the Stockton Street Curb and Sidewalk Improvement Project; and

**WHEREAS**, said improvements were authorized under the Borough’s Emergency Repair Contract with Earle Asphalt in order to eliminate potential freezing of the ponding water; and

**WHEREAS**, Earle Asphalt has submitted Payment No. 1 (FINAL) in the amount of \$50,250.00 for new inlets, curb ramp, concrete gutter, pavement improvements and pavement markings at the intersection of Stockton Street at Oak Lane; and

**WHEREAS**, the Borough Engineer recommends payment of \$50,250.00 be made to Earle Asphalt and the project be closed out; and

**WHEREAS**, the CFO has certified that funds for this expenditure are available.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Hightstown that Payment Request No. 1 from Earle Asphalt Company of Farmingdale, New Jersey, is hereby approved as detailed herein, and the Deputy CFO is authorized to issue same.



Resolution 2023-37

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**APPOINTING A MUNICIPAL HOUSING LIAISON**

**WHEREAS**, pursuant to Hightstown Borough Code Chapter 2 Subsection 2-25.2, there is a need for the appointment of a Municipal Housing Liaison (MHL); and

**WHEREAS**, the MHL may be a full-time or part-time employee of the Borough of Hightstown; and

**WHEREAS**, Borough Council wish to appoint, Borough Administrator, Dimitri Musing, as the Municipal Housing Liaison.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Hightstown hereby appoints Dimitri Musing as Municipal Housing Liaison as set forth in Borough Code Article 2-25-2.

Resolution 2023-38

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROBBINSVILLE  
TOWNSHIP FOR AUTOMOTIVE REPAIR SERVICES**

**WHEREAS**, the Borough of Hightstown desires to contract with the Township of Robbinsville for the provision of Automotive Repair services for the period of January 1, 2023 to December 31, 2024; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-1 et seq. authorizes the approval of Shared Services Agreements by Resolution; and

**WHEREAS**, funds for this expenditure will be made available in the 2023 and 2024 budgets; and

**NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED**, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, as follows:

1. That the Mayor is hereby authorized to execute and the Borough Clerk to attest the Shared Services Agreement on behalf of Hightstown.
2. That, in accordance with the aforementioned agreement, Hightstown hereby designates Frank Gendron, Police Chief, or his appointee, to schedule and be responsible for all repairs to police vehicles and Ken Lewis, Superintendent of Public Works, to schedule

and be responsible for all repairs to all other Borough-owned vehicles.

3. That, in accordance with the aforementioned agreement, no repair in excess of \$350 shall be made by Robbinsville unless specifically authorized by the designated Hightstown Borough Representative.
4. That the continuation of this agreement is contingent upon the availability of adequate funding in the Borough's 2023 and 2024 budgets.

## **MAYOR/COUNCIL/ADMINISTRATIVE REPORTS**

### **Councilmember Cicalese**

- Board of Health
  - Held their reorganization meeting
  - The new chair for 2023 is Elizabeth Morely
- Parks and Recreation
  - Held their reorganization meeting
  - Stacey Judge will be chair for 2023.
- Both the Board of Health and Parks and Rec are in need of volunteers.
- He feels tonight was a good meeting and appreciates the conversation among Council.
- He thanked the Fire Department for their presentation.

### **Councilmember Gulati**

- Stated that it is great to be part of Council and be part of democracy in action.
- He is looking forward to doing this with this group of people.

### **Councilmember Frantz**

- Environmental Commission
  - Met on January 10<sup>th</sup>
  - Henry Wang was sworn in as a new commissioner.
  - Tom Muza was sworn in as the new Chair.
  - There are still 3 vacancies to be filled.
  - The stream cleanup with the Watershed is scheduled for April 22<sup>nd</sup>.
  - They will once again be offering the Youth Environmental Leadership Program.
  - They are working on the Sustainable Jersey application which is due in May.

### **Councilmember Fowler**

- Memorial Day Parade
  - Will take place on Monday, May 29<sup>th</sup>

- Committee will be meeting this week
- Harvest Fair
  - Will take place Saturday, October 7<sup>th</sup>
  - The Committee will be meeting next month

**Councilmember Montferrat**

- Planning Board
  - Bev Asselstine will serve as Chair and John Laudenberger will serve as Vice Chair
  - They are working on the Fair Share Housing Plan and COAH
  - They are also getting ready for the reexamination of the Master Plan
- Construction and Zoning
  - Continuing to work on property maintenance.

**Mayor Bluth**

- Announced her mayoral appointments:
  - Police Commissioner – Councilmember Cristina Fowler
  - Planning Board – Dimitri Musing, Matt Morgan and Ray Cabot
  - Historic Preservation Commission – Joe Lauderback
  - Parks and Recreation Commission – Patricia Hunt
- Cultural Arts Commission
  - Received and \$8,000 grant from Mercer County Cultural and Heritage Grant

**EXECUTIVE SESSION**

**Resolution 2023-39 Authorizing a Meeting that Excludes the Public**

Moved by Councilmember Fowler; Seconded by Councilmember Montferrat.

Roll Call Vote: Councilmembers Cicalese, Fowler, Frantz, Gulati and Montferrat voted yes.

Resolution adopted 5-0.

Resolution 2023-39  
*BOROUGH OF HIGHTSTOWN*  
*COUNTY OF MERCER*  
*STATE OF NEW JERSEY*

**AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on January 17, 2023, at the Hightstown Fire House located at 140 North Main Street, Hightstown, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed:

Personnel – Chief of Police

Contract Negotiations – Insurance Settlement 148 North Main Street,  
Lexington Insurance, an AIG Company

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public April 17, 2023, or when the need for confidentiality no longer exists.

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with sections 8 and 4a of the Open Public Meetings Act.

**Adjournment to Executive Session 8:06 p.m.**

Council return to public session at 8:36 p.m.

**Resolution 2023-40 Authorizing Acceptance of Insurance Settlement for 148 North Main Street**

Moved by Councilmember Cicalese; Seconded by Councilmember Montferrat.

Roll Call Vote: Councilmembers Cicalese, Fowler, Frantz, Gulati and Montferrat voted yes.

Resolution adopted 5-0.

Resolution 2023-40

*BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY*

**A RESOLUTION AUTHORIZING ACCEPTANCE OF INSURANCE SETTLEMENT**

**WHEREAS**, due to damages caused by Hurricane Irene on August 27, 2011, Hightstown Borough suffered a loss of its property located at 148 North Main Street and much of its contents; and

**WHEREAS**, Lexington Insurance Company has determined the amount of loss and damage to total \$2,295,00.00; and

**WHEREAS**, Hightstown Borough's insurance deductible under their policy is \$500,000.00; and

**WHEREAS**, a prior payment of \$200,000.00 was received from Lexington Insurance Company; and

**WHEREAS**, the final amount of this insurance claim is \$1,595,000.00.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that Hightstown Borough accepts the final claim in the amount of \$1,595,000.00 and that the Mayor is authorized to sign any associated documents to process payment of this claim.

**ADJOURNMENT at 8:38 p.m.**

Moved by Councilmember Fowler; Seconded by Councilmember Cicalese. All ayes.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Margaret Riggio".

Margaret Riggio, RMC  
Borough Clerk

Approved by Hightstown Borough Council: **02/06/2023**

# Resolution 2022-16

BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY

## APPOINTING AND AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES – ADMINISTRATIVE AGENT OF HIGHTSTOWN BOROUGH AFFORDABLE HOUSING PROGRAM

WHEREAS, there exists the need for an Administrative Agent to oversee the Affordable Housing Program in Hightstown Borough for 2022; and

WHEREAS, the Borough Council wishes to appoint Randall Gottesman of CGP&H, LLC of Cranbury, New Jersey Administrative Agent for Affordable Housing effective January 1, 2022; and

WHEREAS, the cost for the proposed services shall not exceed \$5,000.00 without further approval by the Borough Council; and,

WHEREAS, funds for this purpose will be made available in the 2022 budget; and,

WHEREAS, the Borough Attorney has reviewed and approved the contract for execution by the Borough; and

WHEREAS, the Local Public Contracts Law authorizes the awarding of a contract for “professional services” without public advertising for bids and bidding, provided that the Resolution authorizing the contract and the contract itself are available for public inspection in the office of the Municipal Clerk and that notice of the awarding of the contract be published in a newspaper of general circulation in the municipality; and

WHEREAS, it has been determined that the value of this contract may exceed \$17,500, and therefore the contract is also subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, the anticipated term of this contract is for one (1) year, or until the appointment and qualification of a successor, and it may only be renewed upon further action of the Borough Council; and

WHEREAS, this contract is intended to be awarded as a “non-fair and open contract” pursuant to and in accordance with the Local Unit Pay-to-Play Law;

WHEREAS, the firm of CGP&H, LLC has completed and submitted a Business Entity Disclosure Certification pursuant to the Local Unit Pay-to-Play law (specifically, at N.J.S.A. 19:44A-20.8), and has further submitted a certification that the firm is in compliance with the Borough’s own Pay-to-Play ordinance (Section 2-59 of the *Revised General Ordinances of the Borough of Hightstown*);


**NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED**, by the Borough Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, as follows:

1. That the Mayor is authorized to execute and the Borough Clerk to attest an Agreement between the Borough of Hightstown and CGP&H, LLC regarding the above-referenced administrative agent for affordable housing services, as set forth herein.

2. That this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because CGP&H, LLC is a firm whose administrative agents for affordable housing are authorized by law to practice a recognized profession.
3. That this contract is being awarded in accordance with the Local Unit Pay-to-Play Law and Section 2-59 of the *Revised General Ordinances of the Borough of Hightstown*, and the Business Disclosure Entity Certification, and other certifications required pursuant to same shall be placed on file with the contract.

**CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on January 3, 2022.

  
Margaret Riggio  
Borough Clerk

**PROFESSIONAL SERVICES AGREEMENT**  
**Affordable Housing Administration**

**THIS AGREEMENT** by and between the Borough of Hightstown (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

**WHEREAS**, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

**WHEREAS**, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

**WITNESSETH**, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2022 for a period of twelve months (12), terminating at the close of business on the 31st day of December, 2022.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
  - a. This Agreement and all Schedules and Exhibits annexed thereto.
  - b. Resolution of appointment made by the Mayor and Borough Council.
  - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.



- d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Exhibit A.
4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Hightstown during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Hightstown as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Hightstown harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Hightstown Council.
9. This contract has been awarded to CGP&H, LLC based on the merits and abilities of CGP&H, LLC to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to

N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that CGP&H, LLC, it's subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality/county if a member of that political party is serving in an elective public office of that municipality/county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality/county when the contract is awarded.

**AND IT IS FURTHER UNDERSTOOD AND AGREED** that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

**IN WITNESS WHEREOF**, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BOROUGH OF HIGHTSTOWN

BY: Margaret Riggio

BY: Lawrence D. Quattrone

Margaret Riggio —  
Municipal Clerk —  
01/03/2022 —

NAME: Lawrence D. Quattrone —  
Mayor —  
TITLE: 01/03/2022 —

DATE: \_\_\_\_\_

WITNESS:

CGP&H, LLC

Mateusz Pitrus

Randall Gottesman

NAME: Mateusz Pitrus

NAME: Randall Gottesman, PP

TITLE: Business Operations Associate

TITLE: President

DATE: 12/14/2021

## SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

The amount of this contract, subject to adjustments made in accordance with the Contract Documents, is seven thousand five hundred sixty dollars and zero cents (\$7,560.00) under the following terms:

<b>ADMINISTRATIVE AGENT GENERAL SERVICES paid by Hightstown</b>	
<b>1. Day-to-Day Administrative Agent Services</b>	Not to exceed \$5,500 billed at an hourly rate of \$135 per hour for senior staff, and \$90 per hour for all other staff
<b>2. Administrative Agent Resale Fee</b>	\$2,000 flat fee payable by Hightstown for each sale unit when home gets listed for sale A fee of 3% of the resale price will be paid from the seller at the closing to CGP&H.
<b>3. Waiting List Management</b>	\$30 x 2 sales unit for a total of \$60 annually.
<b>4. Additional Advisory Services as requested by the Borough</b>	Billed hourly at a rate of \$135 per hour for senior staff and \$90 per hour for all other staff. Budget will depend on the breadth and scope of the services required by the Borough.  <b>CGP&amp;H will not bill for any time under this line item without written authorization from the Borough.</b>
<b>5. Housing Rehabilitation Program Services (if requested)</b>	Though we do not anticipate the need for our housing rehabilitation program services, we are exceedingly qualified to provide such services and will contract with the Borough separately to provide those services.
<b>Total Paid by Hightstown</b>	<b>Not-to-exceed \$7,550 in the contract year if 1 unit is listed for sale</b>

- 1. Day-to-Day Administrative Agent Services:** This includes creating and/or updating the Administrative Agent Operating Manual, and Affirmative Marketing Plan, if required. This also includes responding to general affordable housing inquiries, affirmative marketing, foreclosure prevention activities, and annual mailings to homeowners as well as preparing intent-to-sell packages and annual unit monitoring reports. It also includes advising Hightstown on affordable housing requirements for new developments. CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that all other administrative agents administering affordable housing units in the municipality are meeting the regulations until further direction is provided by the State of New Jersey.
- 2. Administrative Agent Resale Fee:** CGP&H will facilitate the resale of any affordable sales unit that is put up for sale by its current owner. The fees are all-inclusive of the services required to sell an affordable unit, including: certifying a buying household(s) as eligible, sending potential purchasers to the unit, facilitating an agreement between buyer and seller, and preparing and filing closing documents. The flat fee that is paid by Hightstown will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale or should the unit not go to closing, this flat fee is still applicable and will not be returned or cancelled.

3. **Waiting List Management:** CGP&H has invested in the web-based Affordable Homes New Jersey Profile outlined throughout this proposal which will be utilized to maintain the Hightstown' waiting list. This online system provides around the clock, user friendly and robust on-line tools for applicants, while also increasing our turnaround times.
4. **Additional Advisory Services as requested by the Borough:** These include special projects outside the scope of general administration including, but not limited to trust fund monitoring, mid-point review, and CTM entry of trust fund or unit information, group home research to document creditworthiness, or other special projects such as extension of controls or implementing an affordability assistance program. CGP&H will not bill for any time under these services without written authorization from the Borough.

<b>RENTAL &amp; OWNERSHIP FEES PAID BY Developer/Landlord/Homeowner</b>		
<b>1. Rental Fees</b>	Flat fee of \$800/rental certification. No charge for applicants found to be ineligible.  <i>No charge to prescreen applicants and referring as many applicants to landlord as needed to fill each vacancy</i>	Developer/Landlord pays fee.  <i>Hightstown will help facilitate CGP&amp;H going under contract with developers.</i>  <i>Hightstown may pay this fee if Developer will not contract with CGP&amp;H.</i>
<b>2. Waiting List Management Fee</b>	\$30 per deed restricted rental unit annual fee payable upon commencement of affirmative marketing. Minimum fee of \$300 annually.	Developer/Landlord pays fee
<b>3. Lease Renewal Fee</b>	\$30 per lease renewal	Developer/Landlord pays fee
<b>4. Ownership Fee: Resales</b>	3% of the sale price of the	Homeowner pays fee.
<b>5. Ownership Fee: Refinance Requests</b>	\$175 flat fee to process request	Homeowner pays fee
<b>6. Ownership Fee: New Development</b>	CGP&H will charge a fee of \$2,000 per sale unit. \$1,000 will be billed at the time each home goes under contract and \$1,000 will be billed at closing. In the event that a buyer goes under contract and does not close, the first \$1,000 payment would not be returned.	Developer/Landlord pays fee
<b>7. Setup of New Projects</b>	\$1,000 flat fee per new development	Developer/Landlord pays fee
<b>Cost to Hightstown for these services</b>	\$0.00 anticipated cost to Hightstown.	

1. **Rental Fees:** CGP&H will contact the next applicant on the waiting list to prescreen them for eligibility, refer them to the landlord, and invite them to submit a full application. CGP&H will collect and review documentation from the applicant households to determine their eligibility. Eligibility determination fees do not include credit or background checks, which are generally done by the landlord. The Developer/Landlord may pay rental certification fees.
2. **Waiting List Management Fee:** The waiting list management fee will allow us to maintain the waiting list on our web-based Affordable Homes New Jersey Profile ([affordablehomesnewjersey.com](http://affordablehomesnewjersey.com)). This unique online system provides around-the-clock, user-friendly and robust online tools for applicants, while also increasing our turnaround times. After initial lease-up, all applicants will be required to update their information annually.
3. **Lease Renewal Fee:** CGP&H will advise the Developer of the maximum rental amount before each new lease is executed and we will review all executed leases and maintain copies in our files, as required by UHAC.
4. **Ownership Fee: Resales:** CGP&H will charge the seller a fee as a percent of the sales price to refer interested buyers, coordinate with both the seller and all interested applicants throughout the duration of the sale process, income certify prospective buyers, prepare the closing documents, attend closings whenever required, and perform other duties related to the closing. This fee is paid by the owner directly to CGP&H at closing. In the unusual event where the sale fee comes in less than the minimum, CGP&H will be paid the difference by the municipality.
5. **Ownership Fee: Refinance Requests:** CGP&H charges existing homeowners a fee per request to process requests for subordination or home equity loans. This fee will be paid by the homeowner requesting the review.
6. **Ownership Fee: New Development:** After random selection is completed, CGP&H will process the pre-applications, screen pre-applicants, and refer eligible households to the developer, income certify all buyers, coordinate with mortgage providers, and prepare affordable housing related closing documents for the project.
7. **Setup of New Projects:** CGP&H will charge new developers a flat fee for project set-up activities. This includes pricing of units, preparation of deed restriction, affirmative marketing, and all other set-up activities.

**AMENDMENT #1 TO CONTRACT (Dated January 1st, 2023 through December 31st, 2023)**

**THIS AMENDMENT** forms a part of the Contract Documents and modifies the original Contract Documents described, and is made between the Borough of Hightstown (hereinafter referred to as “Borough”), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as “CGP&H”); and

**WHEREAS**, both the Borough and CGP&H wish to amend certain terms of the Contract.

**WHEREAS**, the Borough Council hereby desires to approve of this Amendment that was presented for the provision of said services.

**WITNESSETH**, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Amendment and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word “contract” is hereinafter defined and in accordance with all other terms and provisions.
2. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
3. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Hightstown as evidenced by a duly adopted Resolution.
4. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Hightstown harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
5. Payment to CGP&H shall be made in strict accordance with the terms of this Amendment. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are

extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Hightstown Council.

6. All of the terms of the original contract shall remain in full force and effect including the term of the contract which shall run from January 1st, 2023 through December 31st, 2023.

**AND IT IS FURTHER UNDERSTOOD AND AGREED** that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

**IN WITNESS WHEREOF**, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

**WITNESS:**

**Borough of Hightstown**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**WITNESS:**

**CGP&H, LLC**

\_\_\_\_\_

\_\_\_\_\_

NAME: Mateusz Pitrus

NAME: Randall Gottesman, PP

TITLE: Business Operations Associate

TITLE: President

DATE: \_\_\_\_\_



**SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION**

For services rendered by the Consultant and/or subcontractors, under the terms of this document, the Consultant shall be compensated as follows:

<b>AFFORDABILITY ASSISTANCE PROGRAM SERVICES</b>	
<p><b>1. Affordability Assistance Program Services</b></p>	<p>One Month's Rent Program: CGP&amp;H will charge a flat fee of \$475 for each first month's rent program application. The current budget for this program is \$1,500 of assistance per unit or one month's rent (whichever is lower). The total budget for this program is \$29,649.</p> <p>Down Payment Assistance Program: CGP&amp;H will charge a flat fee of \$525 for each down payment assistance program application. The per unit cap is to be determined by the Borough. The total budget cap for this program is \$30,000.</p> <p>For all other services related to affordability assistance programs set up or implementation, CGP&amp;H will bill hourly at \$142 per hour for senior staff which includes planners and department supervisors, and \$100 per hour for all other staff.</p>

1. **Affordability Assistance Program Services:** This includes, but is not limited to, working with the Municipality's representatives to review and select affordability assistance programs and then prepare the Affordability Assistance manual which may include different affordability assistance programs. Once programs are selected and manuals written and approved, administration of these affordability assistance programs includes soliciting applications, distributing and processing applications, and income certifying applicants. CGP&H will review and approve applications and track the disbursement of funds for required reporting.

The following tables for the Housing Rehabilitation Program apply to both municipal homeowner occupied units and rental units. CGP&H will refer to the County first regarding these units and will utilize the Hightstown program for any units that the County may not have the capacity to serve.

<b>A. Housing Rehabilitation Program Administrative Services</b>	
<b>1. Initial Program Setup</b>	Billed hourly at blended rate of \$133 per hour. Not to exceed \$1,500 (initial contract year only).
<b>2. Ongoing Day-to-Day Program Administration</b>	Billed hourly at blended rate of \$133 per hour. Not to exceed \$7,000 per contract year.
<b>3. Shared Services</b>	\$1,320 per year billed monthly at \$110 per month.
<b>4. Direct Costs</b>	Reimbursement for expenses. Not to exceed \$300 per contract year.
<b>5. Additional services as requested</b>	Billed hourly at blended rate of \$133 per hour. Budget for these services will depend on scope of additional services requested by Hightstown. CGP&H will not bill any time towards this line item without written authorization from the Borough.

- A1. Initial Program Setup:** this includes, but is not limited to, creation of or revisions to Policies and Procedure Manual for administration of the Municipality's Housing Rehabilitation Program, creation of corresponding program forms, and program marketing materials.
- A2. Ongoing Day-to-Day Program Administration: Rental Units:** includes, but is not limited to maintaining a waiting list of interested residents; ongoing owner outreach efforts, reviewing homeowner pre-applications to determine initial eligibility, reporting, ongoing updates to program forms as needed and all other Housing Rehabilitation administrative tasks. This task also includes outreach to landlords for the rental rehab portion of this program.
- A3. Shared Services:** This includes contractor outreach, intake of new interested contractors' applications, qualifying new contractors, maintaining contractor database and individual records, updates to rehab work specifications templates and compliance research.
- A4. Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs; postage; mailings; poster production; expedited mailings or messenger services, etc.

## B. Housing Rehabilitation Program Case Management

<b>1. Milestone 1: Eligibility Determination</b>	Flat fee of \$1,330 payable upon certification of applicant's eligibility.  Discounted flat fee of \$850 for each additional unit within a multi-family dwelling.
<b>2. Milestone 2: Loan Closing</b>	Flat fee of \$3,325 payable upon execution of construction documents.  Discounted flat fee of \$1,250 for each additional unit within a multi-family dwelling.
<b>3. Milestone 3: Final Inspection</b>	Flat fee of \$1,995 payable upon satisfactory final inspection.  Discounted flat fee of \$900 for each additional unit within a multi-family dwelling.
<b>4. Title Search Fee</b>	\$100 per property
<b>5. Subordination Requests</b>	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.
<b>Total Paid by Hightstown Borough</b>	<b>Not-to-exceed \$6,750 per single family unit completed case</b>

- B1. Milestone 1: Eligibility Determination:** this includes the introductory setup of a case through the processing of applications and determining the applicant's eligibility for the program.
- B2. Milestone 2: Loan Closing:** this includes comprehensive inspection of home to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by homeowner; preparing bid documents for contractors to bid; review of bids received, preparing contractor contracts and homeowner agreements with the Municipality, and preconstruction meeting/contract signing/loan closing.
- B3. Milestone 3: Final Inspection:** this includes working with contractors and homeowners throughout construction to finalize the rehabilitation work, troubleshooting any difficulties that arise, progress inspections, and case closeout.
- B4. Title Search Fee:** Per property title search fee to confirm ownership and property liens.
- B5. Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period. The homeowner will be charged a flat fee per request.

## Lead Risk Assessment and Testing Services (if requested by Borough)

<b>1. Lead Risk Assessment and Report</b>	Flat fee of \$600 per unit (includes dust wipes and soil sample as needed)
<b>2. Lead Clearance Testing</b>	Flat fee of \$330 per unit.
<b>3. Direct Costs for Lead Clearance Lab Tests</b>	Flat fee of \$15 per dust wipe and soil sample

1. **Lead Risk Assessment and Report:** Only applicable to houses built prior to 1978.
2. **Lead Clearance Testing:** Only necessary if lead risk assessment findings have actionable lead level.
3. **Direct Costs for Lead Clearance Lab Tests:** Per each dust wipe and soil sampling needed for an applicable property lead clearance. Typically, no more than 12 samples per lead clearance. This price includes shipping from the lab.

### Charges to be paid by the Housing Rehabilitation Contractor to CGP&H

<b>Circumstance</b>	<b>Contractor Penalty</b>
<b>1. Failed Final Inspection</b>	\$375 per failed inspection paid by the contractor directly to CGP&H. \$250 plus additional dust wipes (\$15 each) for repeat lead clearance if needed.
<b>2. Unjustified Construction Delays</b>	\$50 per day paid by the contractor directly to CGP&H.

1. **Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.
2. **Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a daily penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a daily penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

**The following fees may apply to the Municipality only if the need arises:**

<b>Additional Housing Rehabilitation Services, as Needed</b>	<b>Fee</b>
<p>Services related to any cases that are terminated due to circumstances outside the control of CGP&amp;H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.</p>	<p>Hourly per case up to milestone cap.</p>
<p>For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&amp;H will bill hourly for all work required to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures.</p> <p>*Municipality has the option to pass on this additional cost to the owner.</p>	<p>Hourly, up to 3 hours per case for compliance items*</p>
<p>If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&amp;H will be required to re-verify household income. Re-verification of income will be billed hourly.</p> <p>*Municipality has the option to pass on this additional cost to the owner.</p>	<p>\$750 per re-verification of income*</p>
<p>On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&amp;H will bill hourly up to the limit per case (see right) for initial research to determine if partnering source is an option for the particular case, and if so, then coordination of same with secondary funding source. If more time beyond the limit per case is needed to finalize the partnering of funds to bring the unit up to code to obtain State credit for that unit, CGP&amp;H will not continue without additional direct written authorization from the Municipality.</p>	<p>Hourly, up to 3 hours per case for initial research and coordination of partnering funds</p>
<p>While extremely rare, if during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention by CGP&amp;H, this work will only proceed upon written authorization from the municipality and will be conducted at our regular hourly rates. When a program participant or contractor contacts CGP&amp;H directly, CGP&amp;H can bill additional hours to attempt to resolve it expediently, prior to seeking written authorization from the municipality.</p>	<p>Hourly, up to 3 hours per case for warranty claims or up to 6 hours per case for contract disputes.</p>
<p>While rare, cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&amp;H will bill hourly per each re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing</p>	<p>\$525 per case for re-bid process and \$525 per case for each additional needed loan closing and/or additional loan closing documents.</p>

## **Exclusions:**

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, the homeowner is responsible for those costs.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.

**BOROUGH OF HIGHTSTOWN  
MERCER COUNTY, NEW JERSEY**

**RESOLUTION ADOPTING AN AFFIRMATIVE MARKETING PLAN FOR THE  
BOROUGH OF HIGHTSTOWN**

**WHEREAS**, in accordance with applicable Council on Affordable Housing (“COAH”) regulations and the New Jersey Uniform Housing Affordability Controls (“UHAC”) N.J.A.C. 5:80-26, et seq., the Borough of Hightstown is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by rehabilitation are affirmatively marketed to very low, low and moderate income households, particularly those living and/or working within Housing Region 4, the Housing Region encompassing the Borough of Hightstown; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Borough of Hightstown, County of Mercer, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

**Affirmative Marketing Plan**

- A. All affordable housing units in the Borough of Hightstown shall be marketed in accordance with the provisions herein unless otherwise provided in N.J.A.C. 5:93-1, et seq. This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low, low or moderate-income units, including those that are part of the Borough’s prior round Fair Share Plan and its current Fair Share Plan, and those that may be constructed in future developments not yet anticipated by the Fair Share Plan.
- B. The Affirmative Marketing Plan shall be implemented by an Administrative Agent designated by and/or under contract to the Borough of Hightstown. All the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of the affordable unit(s).
- C. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Borough, shall undertake all the following strategies:
  - 1. Review, approve and ensure that the developers/sellers/owners publish at least one advertisement in a newspaper of general circulation within the housing region.
  - 2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.
  - 3. At least one additional regional marketing strategy using one of the other sources listed below at Sec. E of this plan.

- D. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters 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 a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 4 in which the Borough is located and covers the entire period of deed restriction for each restricted housing unit.
- E. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:
1. All newspaper articles, announcements and requests for applications for very low, low, and moderate-income units shall appear in the Star-Ledger, Trenton Times, ~~and~~ Asbury Park Press, [and Latinos Unidos de NJ](#).
  2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers during the first week of the marketing program and subsequently utilizing internet advertisements each month thereafter until all available units have been leased. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Borough's Administrative Agent.

Advertisements will also be placed on the following websites:

Hightstown Borough - <http://www.hightstownborough.com>

New Jersey Housing Resource Center (NJHRC) - <http://www.njhrc.gov>

CGP&H – <http://www.affordablehomesnewjersey.com>

Advertisements posted to NJHRC will occur on or before the earlier of:

- (1) at least 60 days prior to conducting a lottery of the applicants; or
- (2) within one day following when the owner, developer, property manager, or other administrative entity provides any information regarding how to apply for units to prospective applicants or solicits any applications from potential applicants through any other means.

The posting on NJHRC shall include, at a minimum:

- i. The date that the affordable housing units are expected to be completed,
- ii. The date of the lottery,
- iii. The number of affordable housing units,
- iv. An accounting of how many of the affordable housing units will be available to very low-, low-, and moderate-income households, and
- v. Each bedroom size that will be available.



3. The advertisement shall include a description of the:
  - i. Street address(es) of the units;
  - ii. Directions to the units;
  - iii. Range of prices for the units;
  - iv. Number of bedrooms in the affordable units (bedroom mix);
  - v. Maximum income permitted to qualify for the units;
  - vi. Location of applications;
  - vii. Business hours when interested households may obtain an application;
  - viii. Application fees, if any;
  - ix. Number of units currently available; and
  - x. Anticipated dates of availability.
  
4. Advertisements will be broadcast on at least one regional cable television or radio station
  
5. Applications shall be mailed by the Administrative Agent to the prospective applicants upon request. However, when on-line preliminary applications are utilized, if prospective applicants do not have internet access, they will be given a phone number to call the Administrative Agent, who will then enter all pre-application information online during the phone call. Locations of applications, brochures, and flyers to affirmatively market the program are listed in attached Appendix II, and will also be made available on the Borough's website. Also, information on how to apply shall be made available at the developer's sales/rental office and shall be mailed or emailed to prospective applicants upon request.
  
6. The Administrative Agent shall develop, maintain and regularly update a list of community contact person(s) and/or organizations(s) in Monmouth, Ocean, and Mercer Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers. Please see Appendix I for a complete list.
  - i. Quarterly informational flyers shall be sent to each of the following agencies with a request for publication in their journals and for circulation among their members:
    - Mercer County Board of Realtors
    - Monmouth/Ocean County Association of Realtors
  
  - ii. Quarterly informational circulars shall be sent to the administrators of each of the following agencies in the counties of and requests to post same shall be sent to the administrators of each of the following agencies within the counties of Monmouth, Ocean, and Mercer:
    - Welfare or Social Service Board
    - Rental Assistance Office (local office of DCA)
    - Offices on Aging or Division of Senior Services
    - Housing Authority

Community Action Agencies  
Community Development Departments

- iii. Quarterly informational shall be sent to the chief personnel administrators of all the major employers within the region as listed in attached Appendix I in accordance with the Region 4 Affirmative Marketing Plan.
- iv. Quarterly informational and copies of press releases and advertisements of the availability of very low, low and moderate-income housing shall be sent to the following additional community and regional organizations:

Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)

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

The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)

STEPS (14 Clifton Ave S, Lakewood, NJ, 08701)

Greater Red Bank Branch of the NAACP (PO Box 2147, Red Bank, NJ, 07701)

Asbury Park/Neptune Branch of the NAACP (PO Box 1143, Asbury Park 07712)

Bayshore Branch of the NAACP (PO Box 865, Matawan, NJ, 07747)

Greater Freehold Branch of the NAACP (PO Box 246, Marlboro Annex, NJ,  
07746)

Greater Long Branch Branch of the NAACP (38 Memorial Parkway, Long  
Branch, NJ, 07740)

Trenton Branch of the NAACP (PO Box 1355, Trenton, NJ, 08608)

Supportive Housing Association (185 Valley Street, South Orange, NJ 07079)

- v. The Administrative Agent will also provide specific direct notice to the following community and regional organizations whenever affordable housing units become available in the Borough, listed in attached Appendix II:

Monmouth County Office on Aging (PO Box 1255, Freehold, NJ, 07728)

Ocean County Office of Senior Services (1027 Hooper Ave., Toms River, NJ,  
08754)

Mercer County Office on Aging (Mercer County Administration Building, PO Box 8068, Trenton, NJ, 08650)

Monmouth County Public Housing Agency (PO Box 3000 Freehold NJ, 07728)

Mercer County Library Headquarters (2751 Brunswick Pike, Lawrenceville, NJ, 08648)

Monmouth County Library Headquarters (125 Symmes Drive, Manalapan, NJ, 07726)

Ocean County Library (101 Washington St., Toms River, NJ, 08753)

Hightstown Municipal Building (80 East River Rd, Hightstown, NJ, 07760)

Oceanic Free Library (109 Avenue of Two Rivers, Hightstown, NJ, 07760)

7. A random selection method to select occupants of very low, low and moderate-income housing will be used by the Borough's Administrative Agent in conformance with N.J.A.C. 5:80-26.16(1).
8. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4 comprised of Mercer, Ocean, and Monmouth Counties.
9. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26.1, et seq.
10. Whenever appropriate, the Administrative Agent shall provide or direct qualified very low, low and moderate-income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
11. All developers/owners of very low, low and moderate-income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy.

12. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate-income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary. Please note that in addition to complying with this Borough-wide Affirmative Marketing Plan that the Administrative Agent shall also review and approve a separate Affirmative Marketing Plan for every new affordable development in Hightstown that is subject to N.J.A.C. 5:80-26.1 et seq. That document shall be completed by the owner/developer and will be compliant with the Borough's Affirmative Marketing Plan as presented herein, and incorporate development specific details and permitted options, all subject to the Administrative Agent's review and approval. The development specific affirmative marketing plans will use the standard form for Region 4, which is attached hereto as Appendix III.
  
13. The Administrative Agent shall provide the Municipal Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, et seq. and the Order granting the Borough a Final Judgment of Compliance and Repose.

**BE IT FURTHER RESOLVED** that the appropriate Borough officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect pursuant to law.

APPROVED this \_\_\_\_ day of \_\_\_\_, 2023.

ATTEST:

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Peggy Riggio, Borough Clerk

## Appendix I – Hightstown Affirmative Marketing Mailing List

<u>Business Name</u>	<u>Address1</u>	<u>Address 2</u>	<u>City State Zip</u>	<u>Co.</u>	<u>Type of Organization</u>
Amazon Fulfillment Center	50 New Canton Way		Robbinsville, NJ 08691	Mercer	Major Employer
Affordable Housing Alliance	59 Broad St.		Eatontown, NJ 07724	Monmouth	Social Service Offices/Administrati on Buildings
Arm in Arm	123 East Hanover Street		Trenton, NJ 08608	Mercer	Social Service Offices/Administrati on Buildings
Asbury Park Free Public Library	500 1st Avenue		Asbury Park, NJ 07712	Monmouth Co.	Libraries
Asbury Park Press	3601 Highway 66	PO Box 1550	Neptune, NJ 07754	Ocean Co.	Media
Atlantic Highlands Public Library	100 First Ave.		Atlantic Highlands, NJ 07716	Monmouth Co.	Libraries
Belmar Public Library	517 Tenth Ave.		Belmar, NJ 07719	Monmouth Co.	Libraries
Beth El Synagogue	50 Maple Stream Rd.		East Windsor, NJ 08520	Mercer Co.	Religious Buildings
Bethany Baptist Church	15 West Farms Rd.		Farmingdale, NJ 07727	Monmouth Co.	Religious Buildings
Bethany Lutheran Church	1125 Parkside Ave.		Trenton, NJ 08618	Mercer Co.	Religious Buildings
Bethesda United Methodist Church	Ardena Rd. & Route 524		Adelphia, NJ 07710	Monmouth Co.	Religious Buildings
Bible Baptist Church	1934 Klockner Ave.		Trenton, NJ 08619	Mercer Co.	Religious Buildings
Birth Haven, Inc.	Tina Magarino, Executive Director	4 Academy Street	Newton, NJ 07860		Social Service Offices/Administrati on Buildings
Bradley Beach Public Library	511 Fourth Ave.		Bradley Beach, NJ 07720	Monmouth Co.	Libraries
Brielle Public Library	610 South St.		Brielle, NJ 08730	Monmouth Co.	Libraries
Brookdale Community College	765 Newman Springs Rd.	Attn: Patricia Sensi	Lincroft, NJ 07738	Monmouth Co.	Major Employer
Cablevision of Monmouth	1501 18th Ave.		Wall, NJ 07719	Monmouth Co.	Media
Calvary Assembly of God	120 Mechanic St		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
Calvary Missionary Baptist Church	735 E. State St.		Trenton, NJ 08609	Mercer Co.	Religious Buildings
Capital Health - Hamilton	1445 Whitehorse Mercerville Rd		Hamilton, NJ 08619	Mercer	Major Employer
Arm in Arm	61 Nassau Street		Princeton, NJ 08542	Mercer	Social Service Offices/Administrati on Buildings
Catholic Campus Mimistry	492 Ewingville Rd.		Trenton, NJ 08638	Mercer Co.	Religious Buildings
Chambers Methodist Church	1627 Liberty St.		Trenton, NJ 08629	Mercer Co.	Religious Buildings
Chesterfield Baptist Church	209 Crosswicks Chesterfield Rd.		Chesterfield, NJ 08515	Mercer Co.	Religious Buildings
Church of God of Prophecy	917 S. Clinton Ave.		Trenton, NJ 08611	Mercer Co.	Religious Buildings
Church of Master United Methodist Church	110 Salem Hill Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings

Church of St. William the Abbot	2740 Lakewood Allenwood Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Church of the Nativity National Catholic	102 West 2nd St. & Route 9		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Comcast	90 Lake Dr.		East Windsor, NJ 08520	Mercer Co.	Major Employer
Comcast Cable of Monmouth Co.	403 South St.		Eatontown, NJ 07724	Monmouth Co.	Media
Comcast Cable of Ocean Co.	751 Brick Blvd.		Brick, NJ 08723	Ocean Co.	Media
Comcast of Toms River	830 Route 37 West		Toms River, NJ 08754	Ocean Co.	Media
Congregation Ahavat Achim	106 Windeler Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Congregation Beth Chaim	329 Village Rd. E.		Princeton Junction, NJ 08550	Mercer Co.	Religious Buildings
Congregation Kol Am	59 Broad Street		Freehold, NJ 07728	Monmouth Co.	Religious Buildings
Congregation Toras Emes	639 Abbingdon Dr.		East Windsor, NJ 08520	Mercer Co.	Religious Buildings
Corinth Baptist Church	31 Hawthorne Ave.		Trenton, NJ 08638	Mercer Co.	Religious Buildings
Covance	206 Carnegie Center Drive		Princeton, NJ 08540	Mercer	Major Employer
Devine Temple Church of God	202 Brinton Ave.		Trenton, NJ 08618	Mercer Co.	Religious Buildings
Eatontown Public Library	33 Broad St.		Eatontown, NJ 07724	Monmouth Co.	Libraries
Ebenezer Church of God	121 Wayne Ave.		Trenton, NJ 08618	Mercer Co.	Religious Buildings
Emmanuel Pentecostal Temple	203 Hutchinson Rd.		Robbinsville, NJ 08691	Mercer Co.	Religious Buildings
Ewing Branch Library	61 Scotch Rd.		Ewing, NJ 08628	Mercer Co.	Libraries
Ewing Township Schools	2099 Pennington Road		Ewing, NJ 08618-1499	Mercer Co.	Major Employer
Fair Haven Public Library	748 River Rd.		Fair Haven, NJ 07704	Monmouth Co.	Libraries
First Assembly of God	87 Route 31 S.		Pennington, NJ 08534	Mercer Co.	Religious Buildings
First Baptist Church	125 South Main St.		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
First Baptist Church	128 Centre St.		Trenton, NJ 08611	Mercer Co.	Religious Buildings
First Baptist Southard Church	31 Hilltop Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
First Presbyterian Church	48 River Dr.		Titusville, NJ 08560	Mercer Co.	Religious Buildings
First Presbyterian Church of Hightstown	320 North Main St.		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
Foodarama Supermarkets	10 Centerville Road		Holmdel, NJ 07733	Monmouth Co.	Major Employer
Georgian Court University	900 Lakewood Ave		Lakewood, NJ 08701	Ocean	Major Employer
Grace-St. Paul's Church	3715 E. State St. Ext.		Mercerville, NJ 08619	Mercer Co.	Religious Buildings
Hamilton Square Baptist Church	3752 Nottingham Way		Trenton, NJ 08690	Mercer Co.	Religious Buildings
Hamilton Township Free Public Library	1 Justice Samuel A. Alito, Jr. Way		Hamilton, NJ 08619	Mercer Co.	Libraries
Hamilton Township Schools	90 Park Ave.		Hamilton Square, NJ 08690	Mercer Co.	Major Employer
Health South Rehabilitation Hospital	14 Hospital Dr.		Toms River, NJ 08755	Ocean Co.	Major Employer
Hickory Corner Branch Library	138 Hickory Corner Rd.		East Windsor, NJ 08520	Mercer Co.	Libraries
Hightstown Church of God	1004 Old Yorke Rd.		East Windsor, NJ 08520	Mercer Co.	Religious Buildings
Hightstown Memorial Library	114 Franklin St.		Hightstown, NJ 08520	Mercer Co.	Libraries

Holy Spirit Lutheran Church	333 North Main St.			Manahawkin, NJ 08050	Ocean Co.	Religious Buildings
Hopewell Branch Library	245 Pennington Titusville Rd.			Pennington, NJ 08534	Mercer Co.	Libraries
Hopewell Public Library	13 E. Broad St.			Hopewell, NJ 08525	Mercer Co.	Libraries
Hovione	40 Lake Dr.			East Windsor, NJ 08520	Mercer Co.	Major Employer
Collaborative Support Programs of NJ	11 Spring Street			Freehold, NJ 07728	Monmouth	Social Service Offices/Administrati on Buildings
International Flavors and Fragrances	State Highway 36		Attn: Silvio Amorosino	Union Beach, NJ 07735	Monmouth Co.	Major Employer
JCP&L/First Energy	1345 Old Bridge-Englishtown Rd			Old Bridge, NJ 08857	Monmouth Co.	Major Employer
Community Action Service Center	PO Box 88			Hightstown, NJ 08520	Mercer Co.	Social Service Offices/Administrati on Buildings
Joyful Baptist Korean Church	118 Bear Brook Rd.			Princeton, NJ 08540	Mercer Co.	Religious Buildings
King of Kings Community Church	1000 Route 9			Manahawkin, NJ 08050	Ocean Co.	Religious Buildings
Lawrence Headquarters Branch	2751 Brunswick Pike			Lawrenceville, NJ 08648-3099	Mercer Co.	Libraries
Lawrence Rd. Presbyterian Church	1039 Lawrence Rd.			Lawrenceville, NJ 08648	Mercer Co.	Religious Buildings
Concerned Citizens of Ewing, Inc.	320 Hollowbrook Dr.			Ewing, NJ 08638	Mercer Co.	Social Service Offices/Administrati on Buildings
Little Silver Public Library	484 Prospect Ave.			Little Silver, NJ 07739	Monmouth Co.	Libraries
Long Branch Free Public Library	328 Broadway			Long Branch, NJ 07740	Monmouth Co.	Libraries
Manasquan Public Library	55 Broad St.			Manasquan, NJ 08736	Monmouth Co.	Libraries
Matawan-Aberdeen Public Library	165 Main St.			Matawan, NJ 07747	Monmouth Co.	Libraries
Mercer Co. Special Services School District	1020 Old Trenton Rd.			Hamilton, NJ 08690-1230	Mercer Co.	Major Employer
Mercer Co. Vocational School District	1085 Old Trenton Rd.			Trenton, NJ 08690-1229	Mercer Co.	Major Employer
Mercer County Association of REALTORS	1428 Brunswick Avenue			Trenton N.J. 08638	Mercer	Major Employer
East Windsor Senior Center	40 Lanning Blvd.			East Windsor, NJ 08520	Mercer Co.	Social Service Offices/Administrati on Buildings
Fair Share Housing Center	510 Park Blvd			Cherry Hill, NJ 08002	ALL	Social Service Offices/Administrati on Buildings
Meridian Health - Ocean Medical Center	415 Jack Martin Blvd.			Brick, NJ 08724	Ocean Co.	Major Employer
Merrill Lynch & Co.	1300 Merrill Lynch Drive			Pennington, NJ 08534	Mercer Co.	Major Employer

Merrill Lynch Bank of America	7 Roszel Road	Floor 04	Princeton, NJ 08540	Mercer	Major Employer
Middletown Township Public Library	55 New Monmouth Rd.		Middletown, NJ 07748	Monmouth Co.	Libraries
Monmouth Beach Public Library	18 Willow Ave.		Monmouth Beach, NJ 07750	Monmouth Co.	Libraries
Freehold Senior Citizens Center	116 Jackson Mills Rd.		Freehold, NJ 07728	Monmouth Co.	Social Service Offices/Administrati on Buildings
Monmouth Co. Hall of Records	Hall of Records		Freehold, NJ 07728	Monmouth Co.	Libraries
Greater Red Bank NAACP	PO Box 791		Red Bank, NJ 07701	Monmouth	Social Service Offices/Administrati on Buildings
Monmouth Co. Library	125 Symmes Dr.		Manalapan, NJ 07726	Monmouth Co.	Libraries
Monmouth Co. Library - Allentown	16 S. Main St.		Allentown, NJ 08501	Monmouth Co.	Libraries
Monmouth Co. Library - Eastern Branch	1001 Route 35		Shrewsbury, NJ 07702	Monmouth Co.	Libraries
Monmouth Co. Library- Hazlet	251 Middle Rd.		Hazlet, NJ 07730	Monmouth Co.	Libraries
Monmouth Co. Library- Holmdel	101 Crawford's Corner Rd.	Suite 2110	Holmdel, NJ 07733	Monmouth Co.	Libraries
Monmouth Co. Library- Howell	318 Old Tavern Rd.		Howell, NJ 07731	Monmouth Co.	Libraries
Monmouth Co. Library- Marlboro	1 Library Ct & Wyncrest Dr.		Marlboro, NJ 07746	Monmouth Co.	Libraries
Monmouth Co. Library- Ocean	701 Deal Rd		Ocean, NJ 07712	Monmouth Co.	Libraries
Monmouth Co. Library- Wall	2700 Allaire Rd		Wall, NJ 07719	Monmouth Co.	Libraries
HABcore, Inc	212 S Pearl Street	PO Box 2361	Red Bank, NJ 07701	Monmouth	Social Service Offices/Administrati on Buildings
Hamilton Township Housing Authority	2090 Greenwood Avenue	PO Box 00150	Hamilton, NJ 08650	Mercer	Social Service Offices/Administrati on Buildings
Hightstown Housing Authority	131 Rogers Avenue		Hightstown, NJ 08520	Mercer	Social Service Offices/Administrati on Buildings
Shiloh Baptist Church	1880 Princeton Avenue		Lawrenceville, NJ 08648	Mercer	Social Service Offices/Administrati on Buildings
Homes For All, Inc	309 Hooper Ave		Toms River, NJ 08753	Ocean	Social Service Offices/Administrati on Buildings
Hopewell Valley Senior Center	2 Reading Street		Pennington, NJ 08534	Mercer	Social Service Offices/Administrati on Buildings



Neptune Township Public Library	25 Neptune Blvd.		Neptune, NJ 07753	Monmouth Co.	Libraries
Howell Senior Citizens Center	251 Preventorium Rd.	P.O. Box 580	Howell, NJ 07731	Monmouth Co.	Social Service Offices/Administrati on Buildings
Interfaith Neighbors, Inc	810 Fourth Avenue		Asbury Park, NJ 07712	Monmouth	Social Service Offices/Administrati on Buildings
John O. Wilson Hamilton Twp. Service Center	169 Wilfred Ave.		Trenton, NJ 08610	Mercer Co.	Social Service Offices/Administrati on Buildings
NJ Resources Corporation	1415 Wycoff Rd.	Attn: Betty Moerschel	Wall, NJ 07719	Monmouth Co.	Major Employer
NJ State Library	P.O. Box 520		Trenton, NJ 08650	Mercer Co.	Libraries
Joni Owen, VANIHCS	151 Knollcroft Rd., Bldg. 53	Mail code 116D-C34B	Lyons, NJ 07939-5000		Social Service Offices/Administrati on Buildings
Ocean Co. Administration Building	101 Hooper Ave.		Toms River, 08754	Ocean Co.	Libraries
Ocean Co. College	College Dr.	P.O. Box 2001	Toms River, NJ 08754	Ocean Co.	Major Employer
Ocean Co. Library - Barnegat Branch	112 Burr St.		Barnegat, NJ 08005	Ocean Co.	Libraries
Ocean Co. Library - Bay Head Reading Center	136 Meadow Ave		Bay Head, NJ 08742	Ocean Co.	Libraries
Ocean Co. Library - Beachwood Branch	126 Beachwood Blvd		Beachwood, NJ 08722	Ocean Co.	Libraries
Ocean Co. Library - Berkeley Branch	30 Station Rd		Bayville, NJ 08721	Ocean Co.	Libraries
Ocean Co. Library - Brick Branch	301 Chambers Bridge Rd		Brick, NJ 08723	Ocean Co.	Libraries
Ocean Co. Library - Island Heights Branch	P.O Box 1127	121 Central Ave	Island Heights, NJ 08732	Ocean Co.	Libraries
Ocean Co. Library - Jackson Branch	2 Jackson Dr.		Jackson, NJ 08527	Ocean Co.	Libraries
Ocean Co. Library - Lacey Branch	10 East Lacey Rd		Forked River, NJ 08731	Ocean Co.	Libraries
Ocean Co. Library - Lakewood Branch	301 Lexington Ave.		Lakewood, NJ 08701	Ocean Co.	Libraries
Ocean Co. Library - Little Egg Harbor Branch	290 Mathistown Rd		Little Egg Harbor, NJ 08087	Ocean Co.	Libraries
Ocean Co. Library - Long Beach Island Branch	217 S. Central Ave		Surf City, NJ 08008	Ocean Co.	Libraries
Ocean Co. Library - Manchester Branch	21 Colonial Dr		Manchester, NJ 08759	Ocean Co.	Libraries
Ocean Co. Library - Plumsted Branch	119 Evergreen Rd		New Egypt, NJ 08533	Ocean Co.	Libraries
Ocean Co. Library - Point Pleasant Branch	834 Beaver Dam Rd		Pt. Pleasant, NJ 08742	Ocean Co.	Libraries

Ocean Co. Library - Pt. Pleasant Beach Branch	710 McLean Ave			Pt. Pleasant Beach, NJ 08742	Ocean Co.	Libraries
Ocean Co. Library - Stafford Branch	129 N. Main St.			Manahawkin, NJ 08050	Ocean Co.	Libraries
Ocean Co. Library - Toms River Branch	101 Washington St			Toms River, NJ 08753	Ocean Co.	Libraries
Ocean Co. Library - Tuckerton Branch	380 Bay Ave			Tuckerton, NJ 08087	Ocean Co.	Libraries
Ocean Co. Library - Upper Shores Branch	112 Jersey City Ave			Lavallette, NJ 08735	Ocean Co.	Libraries
Ocean Co. Library - Waretown Branch	112 Main St			Waretown, NJ 08758	Ocean Co.	Libraries
Ocean Co. Library - Whiting Branch	400 Lacey Rd.			Whiting, NJ 08759	Ocean Co.	Libraries
Lawrence Twp. Community Council, Inc.	295 Eggerts Rd.			Lawrence, NJ 08648	Mercer Co.	Social Service Offices/Administrati on Buildings
Mercer Co. Board of Social Services	200 Woolverton St.		P.O. Box 1450	Trenton, NJ 08650	Mercer Co.	Social Service Offices/Administrati on Buildings
Mercer County Department of Human Services	640 S. Broad Street		P. O. Box 8068	Trenton, NJ 08650-0068	Mercer	Social Service Offices/Administrati on Buildings
Mercer County Dept of Housing & Community Development	640 S. Broad Street		P. O. Box 8068	Trenton, NJ 08650-0068	Mercer	Social Service Offices/Administrati on Buildings
Mercer County Hispanic Association	231 Bakers Basin Rd		Unit 5	Lawrence, NJ 08648	Mercer	Social Service Offices/Administrati on Buildings
Pennington Free Public Library	30 N. Main St.			Pennington, NJ 08534	Mercer Co.	Libraries
Point Pleasant Beach Ocean Star	13 Broad St.			Manasquan, NJ 08736	Ocean Co.	Media
Mercer County Office on Aging	640 S. Broad Street		P. O. Box 8068	Trenton, NJ 08650-0068	Mercer	Social Service Offices/Administrati on Buildings
Monmouth Co. Division of Social Services	P.O. Box 3000		Koslowski Rd.	Freehold, NJ 07728	Monmouth Co.	Social Service Offices/Administrati on Buildings
Red Bank Affordable Housing Corporation	166 Shrewsbury Ave			Red Bank, NJ, 07701	Monmouth	Social Service Offices/Administrati on Buildings
Red Bank Public Library	84 W. Front St.			Red Bank, NJ 07701	Monmouth Co.	Libraries

Rider University	Franklin F. Moore Library	2083 Lawrenceville Rd	Lawrenceville, NJ 08648-3099	Mercer Co.	Libraries
Robbinsville Baptist Church	22 Main St.		Robbinsville, NJ 08691	Mercer Co.	Religious Buildings
Robbinsville Branch Library	42 Allentown- Robbinsville Rd.		Robbinsville, NJ 08691	Mercer Co.	Libraries
Robbinsville Township Schools	155 Robbinsville-Edinburg Rd.		Robbinsville, NJ 08691	Mercer Co.	Major Employer
Roscoe L. West Library	College of New Jersey	2000 Pennington Rd.	Ewing, NJ 08618-1499	Mercer Co.	Libraries
Saint Barnabas Health Care Systems	Community Medical Center	99 Highway 37 West	Toms River, NJ 08755	Ocean Co.	Major Employer
Saint David the King Church	1 New Village Rd.		Princeton Junction, NJ 08550	Mercer Co.	Religious Buildings
Monmouth Co. Human Services	3000 Koslowski Rd.		Freehold, NJ 07728	Monmouth Co.	Social Service Offices/Administrati on Buildings
Saker Shoprite	10 Centerville Road		Holmdel, NJ 07733	Monmouth	Major Employer
Sea Bright Library	1097 Ocean Ave		Sea Bright, NJ 07760	Monmouth Co.	Libraries
Sea Girt Library	321 Baltimore Blvd.		Sea Girt, NJ 08750	Monmouth Co.	Libraries
Seventh Day Adventist Church of Hightstown	116 Broad St.		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
Six Flags	1 Six Flags Blvd		Jackson, NJ 08527-5369	Ocean Co.	Major Employer
Spring Lake Public Library	1501 Third Ave.		Spring Lake, NJ 07762	Monmouth Co.	Libraries
Squankum United Methodist Church	45 Old Tavern Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
St. Alexander Nevsky Russian Orthodox	200 Alexander Ave.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
St. Ann's Roman Catholic Church	1253 Lawrenceville Rd.		Trenton, NJ 08648	Mercer Co.	Religious Buildings
St. Anthony of Padua Roman Catholic Church	251 Franklin St.		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
St. Catherines Roman Catholic Church	31 Asbury Rd		Farmingdale, NJ 07727	Monmouth Co.	Religious Buildings
St. James African Methodist Episcopal Church	413 Summit St.		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
St. James Church	115 E. Delaware Ave.		Pennington, NJ 08534	Mercer Co.	Religious Buildings
St. Paul Parish	216 Nassau Street		Princeton, NJ 08542-4604	Mercer	Religious Buildings
St. Pauls Lutheran Church	79 One Mile Rd. Extension		East Windsor, NJ 08520	Mercer Co.	Religious Buildings
St. Veronica's Roman Catholic Church	4215 US 9 North		Howell, NJ 07731	Monmouth Co.	Religious Buildings
St. Vincent's Catholic Church	555 Yardville Allentown Rd.		Yardville, NJ 08620	Mercer Co.	Religious Buildings
Star-Ledger	1 Star Ledger Plaza		Newark, NJ 07102	Ocean Co.	Media
Monmouth County Board of Chosen Freeholders	1 E Main Street		Freehold, NJ 07728	Monmouth	Social Service Offices/Administrati on Buildings

Monmouth County Community Development	Monmouth County Hall of Records	One East Main Street, P.O. Box 1255	Freehold, NJ 07728	Monmouth	Social Service Offices/Administrati on Buildings
Monmouth County Department of Human Services	Monmouth County Hall of Records	One East Main Street, P.O. Box 1255	Freehold, NJ 07728	Monmouth	Social Service Offices/Administrati on Buildings
Monmouth County Office on Aging	3000 Kozloski Road		Freehold, NJ 07728	Monmouth	Social Service Offices/Administrati on Buildings
Monmouth County Public Housing Agency	3000 Kozloski Road		Freehold, NJ 07728	Monmouth	Social Service Offices/Administrati on Buildings
Monmouth Housing Alliance	3535 State Route 66 Ste 4		Neptune, NJ 07753	Monmouth Co.	Social Service Offices/Administrati on Buildings
Tinton Falls Public Library	664 Tinton Ave.		Tinton Falls, NJ 07724	Monmouth Co.	Libraries
Trenton Free Public Library	120 Academy St.		Trenton, NJ 08608	Mercer Co.	Libraries
NAACP Ocean County/Lakewood Branch	PO Box 836		Lakewood, NJ 08701	Ocean	Social Service Offices/Administrati on Buildings
NAACP Toms River Branch	PO Box 5144		Toms River, NJ 08754	Ocean	Social Service Offices/Administrati on Buildings
Twin Rivers Branch Library	276 Abbington Dr.		East Windsor, NJ 08520	Mercer Co.	Libraries
Union Beach Memorial Library	810 Union Ave.		Union Beach, NJ 07735	Monmouth Co.	Libraries
New Jersey Housing Resource Center	637 South Clinton Ave	PO Box 18550	Trenton, NJ 08650	ALL	Social Service Offices/Administrati on Buildings
NJ Department of Community Affairs	Division of Housing and Community Resources	101 South Broad Street, PO Box 806	Trenton, NJ 08625-0806	Mercer	Social Service Offices/Administrati on Buildings
NJ Department of Community Affairs Homeless Prevention	1510 Hooper Ave		Toms River, NJ 08753	Ocean	Social Service Offices/Administrati on Buildings
Vonage	23 Main St		Holmdel, NJ 07733	Monmouth Co.	Major Employer
West Farms United Methodist Church	153 Casino Dr.		Farmingdale, NJ 07727	Monmouth Co.	Religious Buildings
West Long Branch Public Library	95 Poplar Ave.		West Long Branch, NJ 07764	Monmouth Co.	Libraries

Westminster Choir College of Rider University	2083 Lawrenceville Road			Lawrenceville, NJ 08648	Mercer	Major Employer
Witherspoon Street Presbyterian Church	112 Witherspoon Street			Princeton, NJ08542	Mercer	Religious Buildings
Ocean City Housing Authority	204 4th Street			Ocean City, NJ 08226	Ocean	Social Service Offices/Administrati on Buildings
Ocean Co. Board of Social Services	1027 Hooper Ave.		P.O. Box 547	Toms River, NJ 08754	Ocean Co.	Social Service Offices/Administrati on Buildings
Ocean Community Economic Action Now, Inc	40 Washington Street		PO Box 1029	Toms River, NJ 08753	Ocean	Social Service Offices/Administrati on Buildings
Ocean County Administrative Offices	PO Box 2191			Toms River, NJ 08754-2191	Ocean Co.	Social Service Offices/Administrati on Buildings
Ocean County Board of Chosen Freeholders	P.O. Box 2191			Toms River, N.J. 08754-2191	Ocean	Social Service Offices/Administrati on Buildings
Lutheran Social Ministries of NJ	6 Terri Lane		Suite 300	Burlington, NJ 08016	Burlington	Religious Buildings
Catholic Charities, Diocese of Trenton	383 West State Street			Trenton, NJ 08607-1423	Mercer	Religious Buildings
Ocean County Community Development	129 Hooper Ave.		PO Box 2191	Toms River, NJ 08754-2191	Ocean	Social Service Offices/Administrati on Buildings
Ocean County Department of Human Services	101 Hooper Avenue			Toms River, NJ 08753	Ocean	Social Service Offices/Administrati on Buildings
Ocean County Lakewood Chapter of the NAACP	14 Clifton Ave South			Lakewood, NJ 08701	Ocean	Social Service Offices/Administrati on Buildings
Ocean County Office on Aging	1027 Hooper Avenue		Building 2, 1st Floor	Toms River, NJ 08754	Ocean	Social Service Offices/Administrati on Buildings
OCEAN, INC	P.O. Box 1029			Toms River, NJ 08754	Ocean	Social Service Offices/Administrati on Buildings

Princeton Community Housing, Inc	One Monument Drive		Princeton, NJ 08540	Mercer	Social Service Offices/Administrati on Buildings
Princeton Housing Authority	1 Redding Circle		Princeton, NJ 08540	Mercer	Social Service Offices/Administrati on Buildings
Princeton Senior Resource Center	101 Poor Farm Road	Suite 2	Princeton, NJ 08540-1941	Mercer	Social Service Offices/Administrati on Buildings
Princeton Senior Resource Center	179 Spruce Circle		Princeton, NJ 08540	Mercer	Social Service Offices/Administrati on Buildings
Project Freedom, Inc	223 Hutchinson Road		Robbinsville, NJ 08691	Mercer	Social Service Offices/Administrati on Buildings
Rainbow Foundation	PO Box 545		New Monmouth, NJ 07748	Monmouth	Social Service Offices/Administrati on Buildings
Salvation Army, Trenton Office	436 Mulberry St.		Trenton, NJ 08608	Mercer	Social Service Offices/Administrati on Buildings
STEPS	14 Clifton Ave South		Lakewood, NJ 08701	Ocean Co.	Social Service Offices/Administrati on Buildings
STEPS	PO Box 728		Toms River, NJ 08754-0728	Ocean	Social Service Offices/Administrati on Buildings
Supportive Housing Association	185 Valley Street		South Orange, NJ 07079	Essex	Social Service Offices/Administrati on Buildings
The ARC of Ocean County	815 Cedar Bridge Avenue		Lakewood, NJ 08701	Ocean Co.	Social Service Offices/Administrati on Buildings

The Asbury Park/Neptune Branch of the NAACP	PO Box 1143		Asbury Park, NJ 07712	Monmouth	Social Service Offices/Administrati on Buildings
The Latino Action Network	PO Box 943		Freehold, NJ 07728	Monmouth	Social Service Offices/Administrati on Buildings
The NAACP of Greater Long Branch	PO Box 472		Long Branch, NJ 07740	Monmouth	Social Service Offices/Administrati on Buildings
The New Jersey State Conference of the NAACP	4326 Harbor Beach Blvd. #775		Brigantine, NJ 08203	Atlantic	Social Service Offices/Administrati on Buildings
The Salvation Army Trenton	575 E State St.		Trenton, NJ 08601	Mercer	Social Service Offices/Administrati on Buildings
Trenton Housing Authority	875 New Willow Street		Trenton, NJ 08638	Mercer	Social Service Offices/Administrati on Buildings
Trenton NAACP/NJ NAACP State Office	15 W Front Street		Trenton, NJ 08608	Mercer	Social Service Offices/Administrati on Buildings
United Way Greater Mercer	3150 Brunswick Pike, Ste 230		Lawrenceville, NJ 08648	Mercer Co.	Social Service Offices/Administrati on Buildings
United Way of Monmouth & Ocean Counties	4814 Outlook Drive	Suite 107	Wall Township, NJ 07753-6839	Monmouth Co.	Social Service Offices/Administrati on Buildings
Urban League of Metropolitan Trenton	235 E Hanover Street		Trenton, NJ 08608	Mercer	Social Service Offices/Administrati on Buildings

Veteran Services	3635 Quakerbridge Road		Hamilton, NJ 08619-1247	Mercer Co.	Social Service Offices/Administrati on Buildings
Latin American Legal Defense and Education Fund (LADEF)	714-716 S Clinton Ave		Trenton, NJ 08611		Social Service Offices/Administrati on Buildings
El Centro de Recursos para Familias of Catholic Charities	327 S Broad St		Trenton, NJ 08608		Social Service Offices/Administrati on Buildings
CASA Freehold	4 Jackson St		Freehold, NJ 07728		Social Service Offices/Administrati on Buildings
Latino Merchants Association of NJ	375 Morris Ave		Trenton, NJ 08611		Social Service Offices/Administrati on Buildings
Guatemalan Civic Association of Mercer County	129 Washington St		Trenton, NJ 08611		Social Service Offices/Administrati on Buildings
Assembly of God Pentecostal Church of Trenton	50 N Clinton Ave		Trenton, NJ 08609		Social Service Offices/Administrati on Buildings
Dress of Success	3131 Princeton Pike	#4-114	Lawrenceville, NJ 08648		Social Service Offices/Administrati on Buildings
Womanspace	1530 Brunswick Ave		Lawrenceville, NJ 08648		Social Service Offices/Administrati on Buildings
Housing Initiatives of Princeton	33 Mercer St		Princeton, NJ 08540		Social Service Offices/Administrati on Buildings



## Appendix II – Hightstown Preliminary Application Distribution List

<b>Business Name</b>	<b>Address1</b>	<b>Address 2</b>	<b>City State Zip</b>
Monmouth Co. Office on Aging	21 Main and Court Center	PO Box 1255	Freehold, NJ 07728
Ocean Co. Office of Senior Services	1027 Hooper Avenue		Toms River, NJ 08754-2191
Mercer Co. Office on Aging	Mercer Co. Administration Bldg.	PO Box 8068	Trenton, NJ 08650-0068
Monmouth Co. Public Housing Agency	Monmouth Co. Division of Social Services	PO Box 3000	Freehold, NJ 07728
Mercer Co. Library Headquarters	2751 Brunswick Pike		Lawrenceville, NJ 08648
Monmouth Co. Headquarters Library	125 Symmes Drive		Manalapan, NJ 07726
Ocean Co. Library	101 Washington Street		Toms River, NJ 08753
Hightstown Municipal Building	156 Bank Street		Hightstown, NJ, 08520
Hightstown Memorial Library	114 Franklin Street		Hightstown, NJ, 08520

**Appendix III**  
**AFFIRMATIVE FAIR HOUSING MARKETING PLAN**  
For Affordable Housing in **(REGION 4)**

**I. APPLICANT AND PROJECT INFORMATION**

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

1a. Administrative Agent Name, Address, Phone Number  CGP&H 1249 S. River Rd, Suite 301 Cranbury, NJ, 08512-3633 609-664-2769		1b. Development or Program Name, Address  <b>TBD for each project</b>	
1c. Number of Affordable Units: TBD  Number of Rental Units:    TBD  Number of For-Sale Units:  TBD	1d. Price or Rental Range  From <b>TBD for each project</b>  To	1e. State and Federal Funding Sources (if any)  <p style="text-align: center;">TBD</p>	
1f. <input type="checkbox"/> Age Restricted  <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates  <b>TBD for each project</b>		
1h. County <p style="text-align: center;"><b>Mercer, Monmouth, Ocean</b></p>		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number  <b>TBD for each project</b>			
1k. Application Fees (if any): <b>TBD for each project</b>			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

**II. RANDOM SELECTION**

<p>2. Describe the random selection process that will be used once applications are received.</p> <p>The Administrative Agent will assign random numbers to each applicant through a computerized random number generator. After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date the household submitted their preliminary application (Interest Date). In addition to the random number assigned to the household and/or the interest date, there are other factors impacting waiting priority which are described below.</p> <p>a) Regional Preference: Applicants that indicated that they lived or work in the Affordable Housing Region will be contacted first. Once those applicants are exhausted, applicants outside the region will be contacted.</p> <p>b) Household Size: Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no in or out region households with a person for each bedroom size, units will be offered to smaller sized households that do not have a person for each bedroom. The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor. A household can be eligible for more than one unit category.</p>
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### 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)			
<input type="checkbox"/> White (non-Hispanic) <input checked="" type="checkbox"/> Black (non-Hispanic) <input checked="" type="checkbox"/> Hispanic <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Other group:			
3b. HOUSING RESOURCE CENTER ( <a href="http://www.njhousing.gov">www.njhousing.gov</a> ) A free, online listing of affordable housing			<b>X</b>
3c. Commercial Media (required) (Check all that applies)			
	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF REGIONAL NEWSPAPER(S)</b>	<b>CIRCULATION AREA</b>
<b>TARGETS ENTIRE HOUSING REGION 4</b>			
Daily Newspaper			
<b>X</b>		Star-Ledger	
<b>TARGETS PARTIAL HOUSING REGION 4</b>			
Daily Newspaper			
<b>X</b>		Trenton Times	Mercer
<input type="checkbox"/>		Trentonian	Mercer
<b>X</b>		Asbury Park Press	Monmouth, Ocean
<input type="checkbox"/>		Ocean County Observer	Ocean
Weekly Newspaper			
<input type="checkbox"/>		Ewing Observer	Mercer
<input type="checkbox"/>		Hopewell Valley News	Mercer
<input type="checkbox"/>		Lawrence Ledger	Mercer
<input type="checkbox"/>		Pennington Post	Mercer
<input type="checkbox"/>		Princeton Town Topics	Mercer
<input type="checkbox"/>		Tempo Mercer	Mercer
<input type="checkbox"/>		Trenton Downtowner	Mercer
<input type="checkbox"/>		Windsor Heights Herald	Mercer
<input type="checkbox"/>		West Windsor-Plainsboro News	Mercer, Middlesex
<input type="checkbox"/>		Princeton Packet	Mercer, Middlesex, Somerset
<input type="checkbox"/>		Messenger-Press	Mercer, Monmouth, Ocean
<input type="checkbox"/>		Woodbridge Sentinel	Middlesex
<input type="checkbox"/>		Atlanticville	Monmouth

<input type="checkbox"/>		Coaster	Monmouth
<input type="checkbox"/>		Courier	Monmouth
<input type="checkbox"/>		Examiner	Monmouth
<input type="checkbox"/>		Hub, The	Monmouth
<input type="checkbox"/>		Independent, The	Monmouth
<input type="checkbox"/>		News Transcript	Monmouth
<input type="checkbox"/>		Two River Times	Monmouth
<input type="checkbox"/>		Coast Star, The	Monmouth, Ocean
<input type="checkbox"/>		Beach Haven Times	Ocean
<input type="checkbox"/>		Beacon, The	Ocean
<input type="checkbox"/>		Berkeley Times	Ocean
<input type="checkbox"/>		Brick Bulletin	Ocean
<input type="checkbox"/>		Brick Times	Ocean
<input type="checkbox"/>		Jackson Times	Ocean
<input type="checkbox"/>		Lacey Beacon	Ocean
<input type="checkbox"/>		Manchester Times	Ocean
<input type="checkbox"/>		New Egypt Press	Ocean
<input type="checkbox"/>		Ocean County Journal	Ocean
<input type="checkbox"/>		Ocean Star, The	Ocean
<input type="checkbox"/>		Tri-Town News	Ocean
<input type="checkbox"/>		Tuckerton Beacon	Ocean
<input type="checkbox"/>		Atlantic Highlands Herald	Monmouth

	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF REGIONAL TV STATION(S)</b>	<b>CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE</b>
<b>TARGETS ENTIRE HOUSING REGION 4</b>			
<input type="checkbox"/>		2 WCBS-TV CBS Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	

<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX WPIX, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<b>TARGETS PARTIAL HOUSING REGION 4</b>			
<input type="checkbox"/>		25 W25AW WZBN TV, Inc.	Mercer
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Mercer
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Mercer
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corp.	Mercer
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Mercer
<input type="checkbox"/>		41 WXTV WXTV License Partnership, G.P. (Univision Communications Inc.)	Mercer, Monmouth
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting Inc.	Mercer, Ocean
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Mercer, Ocean
<input type="checkbox"/>		12 WHYI-TV WHYY, Inc.	Mercer, Ocean
<input type="checkbox"/>		17 WPHL-TV Tribune Company	Mercer, Ocean
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Mercer, Ocean
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	Mercer, Ocean
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	Mercer, Ocean
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		57 WPSG CBS Broadcasting Inc.	Mercer, Ocean
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, LLC	Mercer, Ocean

<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	Mercer, Ocean
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	Monmouth
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, LLC	Monmouth
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Monmouth
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	Monmouth
<input type="checkbox"/>		68 WFUT-TV Univision New York LLC	Monmouth, Ocean (Spanish)
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, LLC	Ocean

	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF CABLE PROVIDER(S)</b>	<b>BROADCAST AREA</b>
<b>TARGETS PARTIAL HOUSING REGION 4</b>			
<input type="checkbox"/>		Cablevision of Hamilton	Partial Mercer, Monmouth
<input type="checkbox"/>		Comcast of Central NJ,	Partial Mercer, Monmouth
<input type="checkbox"/>		Patriot Media & Communications, CNJ	Partial Mercer
<input type="checkbox"/>		Cablevision of Monmouth, Raritan Valley	Partial Monmouth
<input type="checkbox"/>		Comcast of Mercer County, Southeast Pennsylvania	Partial Middlesex
<input type="checkbox"/>		Comcast of Monmouth County	Partial Monmouth, Ocean
<input type="checkbox"/>		Comcast of Garden State, Long Beach Island, Ocean County, Toms River	Partial Ocean

	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF REGIONAL RADIO STATION(S)</b>	<b>BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE</b>
<b>TARGETS ENTIRE HOUSING REGION 4</b>			
AM			
<input type="checkbox"/>		WWJZ 640	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WPST 94.5	
FM			

<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WPRB 103.3	
<b>TARGETS PARTIAL HOUSING REGION 4</b>			
AM			
<input type="checkbox"/>		WFIL 560	Mercer, Monmouth
<input type="checkbox"/>		WMCA 570	Monmouth, Ocean
<input type="checkbox"/>		WFAN 660	Mercer, Monmouth
<input type="checkbox"/>		WNYC 820	Mercer, Monmouth
<input type="checkbox"/>		WWBD 860	Mercer
<input type="checkbox"/>		WPHY 920	Mercer
<input type="checkbox"/>		WNTP 990	Mercer
<input type="checkbox"/>		WCHR 1040	Mercer
<input type="checkbox"/>		WOBM 1160	Monmouth, Ocean
<input type="checkbox"/>		WWTR 1170	Mercer
<input type="checkbox"/>		WPHT 1210	Mercer, Monmouth
<input type="checkbox"/>		WBUD 1260	Mercer, Monmouth
<input type="checkbox"/>		WIMG 1300	Mercer
<input type="checkbox"/>		WADB 1310	Monmouth, Ocean
<input type="checkbox"/>		WHTG 1410	Monmouth
<input type="checkbox"/>		WCTC 1450	Mercer, Monmouth
<input type="checkbox"/>		WBCB 1490	Mercer
<input type="checkbox"/>		WTTM 1680	Mercer, Monmouth
FM			
<input type="checkbox"/>		WNJT-FM 88.1	Mercer
<input type="checkbox"/>		WWFM 89.1	Mercer, Monmouth
<input type="checkbox"/>		WRDR 89.7	Monmouth, Ocean
<input type="checkbox"/>		WRTI 90.1	Mercer
<input type="checkbox"/>		WBJB-FM 90.5	Monmouth
<input type="checkbox"/>		WWNJ 91.1	Ocean
<input type="checkbox"/>		WTSR 91.3	Mercer
<input type="checkbox"/>		WBGD 91.9	Ocean

<input type="checkbox"/>		WFNY-FM 92.3	Mercer, Monmouth
<input type="checkbox"/>		WXTU 92.5	Mercer
<input type="checkbox"/>		WOBM-FM 92.7	Ocean
<input type="checkbox"/>		WPAT-FM 93.1	Mercer, Monmouth
<input type="checkbox"/>		WMMR 93.3	Mercer
<input type="checkbox"/>		WNYC-FM 93.9	Mercer, Monmouth
<input type="checkbox"/>		WYSP 94.1	Mercer
<input type="checkbox"/>		WJLK-FM 94.3	Monmouth, Ocean
<input type="checkbox"/>		WFME 94.7	Mercer, Monmouth
<input type="checkbox"/>		WZZO 95.1	Mercer
<input type="checkbox"/>		WPLJ 95.5	Mercer, Monmouth
<input type="checkbox"/>		WBEN-FM 95.7	Mercer
<input type="checkbox"/>		WRAT 95.9	Monmouth, Ocean
<input type="checkbox"/>		WCTO 96.1	Mercer
<input type="checkbox"/>		WQXR-FM 96.3	Mercer, Monmouth
<input type="checkbox"/>		WRDW-FM 96.5	Mercer
<input type="checkbox"/>		WQHT 97.1	Mercer, Monmouth
<input type="checkbox"/>		WSKQ-FM 97.9	Mercer, Monmouth
<input type="checkbox"/>		WOGL 98.1	Mercer
<input type="checkbox"/>		WMGQ 98.3	Mercer, Monmouth
<input type="checkbox"/>		WRKS 98.7	Mercer, Monmouth
<input type="checkbox"/>		WUSL 98.9	Mercer, Monmouth
<input type="checkbox"/>		WAWZ 99.1	Mercer, Monmouth
<input type="checkbox"/>		WBAI 99.5	Mercer, Monmouth
<input type="checkbox"/>		WJRZ-FM 100.1	Ocean
<input type="checkbox"/>		WHTZ 100.3	Mercer, Monmouth
<input type="checkbox"/>		WCBS-FM 101.1	Mercer, Monmouth
<input type="checkbox"/>		WQCD 101.9	Mercer, Monmouth
<input type="checkbox"/>		WIOQ 102.1	Mercer
<input type="checkbox"/>		WNEW 102.7	Mercer, Monmouth



<input type="checkbox"/>		WMGK 102.9	Mercer
<input type="checkbox"/>		WKTU 103.5	Mercer, Monmouth
<input type="checkbox"/>		WAXQ 104.3	Mercer, Monmouth
<input type="checkbox"/>		WWPR-FM 105.1	Mercer, Monmouth
<input type="checkbox"/>		WDAS-FM 105.3	Mercer, Monmouth
<input type="checkbox"/>		WCHR-FM 105.7	Ocean
<input type="checkbox"/>		WJJZ 106.1	Mercer, Monmouth
<input type="checkbox"/>		WHTG-FM 106.3	Monmouth, Ocean
<input type="checkbox"/>		WLTW 106.7	Mercer, Monmouth
<input type="checkbox"/>		WKDN 106.9	Mercer
<input type="checkbox"/>		WWZY 107.1	Monmouth, Ocean
<input type="checkbox"/>		WBLS 107.5	Mercer, Monmouth
<input type="checkbox"/>		WWPH 107.9	Mercer

3d. 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
<b>TARGETS ENTIRE HOUSING REGION 4</b>			
Weekly			
<input checked="" type="checkbox"/>	Latinos Unidos de NJ	Central/South Jersey	Spanish-Language
<b>TARGETS PARTIAL HOUSING REGION 4</b>			
Weekly			
<input type="checkbox"/>	New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>	El Hispano	Camden and Trenton areas	Spanish-Language
<input type="checkbox"/>	Ukrainian Weekly	New Jersey	Ukrainian community

3e. 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)

**Please see appendix I of the Hightstown Affirmative Marketing Plan**

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION
<b>Please see Appendix I of the Hightstown Affirmative Marketing Plan for the complete listing</b>		
Mercer County		
<input type="checkbox"/>	Mercer County Board of Education	1075 Old Trenton Rd, Trenton, NJ
<input type="checkbox"/>	Medical Center at Princeton	253 Witherspoon St, Princeton, NJ

<input type="checkbox"/>		Bristol-Myers Squibb	100 Nassau Park Blvd, Princeton, NJ and 820 Bear Tavern Rd, Trenton, NJ
<input type="checkbox"/>		St. Lawrence Rehabilitation Center	2381 Lawrenceville Rd, Lawrenceville, NJ
<input type="checkbox"/>		McGraw-Hill	120 Windsor Center Dr, East Windsor, NJ
<input type="checkbox"/>		Conair Corporation	150 Milford Rd, Hightstown, NJ
<input type="checkbox"/>		Shiseido America, Inc.	366 Princeton Hightstown Rd, East Windsor, NJ
<input type="checkbox"/>		NJ Manufacturers Insurance Company	1001 Grand St S, Hammonton, NJ
<input type="checkbox"/>		Homasote	932 Lower Ferry Rd, Trenton, NJ
<input type="checkbox"/>		Robert Wood Johnson University Hospital	1 Hamilton Health Pl, Trenton, NJ
<input type="checkbox"/>		Congoleum Corp.	3500 Quakerbridge Rd, Mercerville, NJ
<input type="checkbox"/>		Coca-Cola Foods	480 Mercer St, Hightstown, NJ
<input type="checkbox"/>		Peddie School	111 Armellino Ct, Hightstown, NJ
<input type="checkbox"/>		Dana Communications	2 E Broad St, Hopewell, NJ
<input type="checkbox"/>		Merrill Lynch	410 Scotch Rd, Hopewell, NJ
<input type="checkbox"/>		Janssen Pharmaceutical	1125 Trenton Harbourton Rd, Titusville, NJ
<input type="checkbox"/>		St. Francis Medical Center	601 Hamilton Avenue Trenton NJ 08629-1986
<input type="checkbox"/>		The Trenton Times	500 Perry St, Trenton, NJ
<input type="checkbox"/>		Gaum, Inc.	1080 US Highway 130, Robbinsville, NJ

<b>Monmouth County</b>			
<input type="checkbox"/>		Meridian Health System	1350 Campus Parkway Neptune
<input type="checkbox"/>		US Army Communications Electronics Command Fort Monmouth	CECOM Bldg 901 Murphy drive Fort Monmouth
<input type="checkbox"/>		County of Monmouth Hall of Records	1 East Main Street Freehold
<input type="checkbox"/>		Central State Healthcare Systems	West Main Street Freehold
<input type="checkbox"/>		Monmouth Medical Center	300 Second Ave Long Branch
<input type="checkbox"/>		Asbury Park Press	3601 Route 66 Neptune, NJ
<input type="checkbox"/>		Food Circus Super Markets, Inc.	835 Highway 35 PO BOX 278 Middletown, NJ
<input type="checkbox"/>		Monmouth University	Cedar Ave West Long Branch
<input type="checkbox"/>		Naval Weapons stations Earle	State Highway 34 Colts Neck, NJ
<input type="checkbox"/>		Norkus Enterprises, Inc.	505 Richmond Ave Point Pleasant, NJ
<input type="checkbox"/>		Horizon Blue Cross Blue Shield	1427 Wyckoff Road Farmingdale, NJ

<b>Ocean County</b>			
<input type="checkbox"/>		Saint Barnabas Health Care System	300 2nd Ave Long Branch, NJ 07740
<input type="checkbox"/>		Six Flags Theme Parks Inc	Route 537 Jackson, NJ 08527
<input type="checkbox"/>		Meridian Health Care System	415 Jack Martin Blvd, Brick, NJ 1140 Route 72 West, Manahawkin, NJ
<input type="checkbox"/>		Southern Ocean County Hospital	300 Ocean Ave Pt. Pleasant Beach, NJ 08742
<input type="checkbox"/>		Jenkinsons	

3f. 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)

**Please see appendix I of the Hightstown Affirmative Marketing Plan**

3g. Direct notification of the availability of affordable housing units, along with copies of application forms shall be provided to the following locations:

- Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)
- New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203)
- The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)
- STEPS (14 Clifton Ave S, Lakewood, NJ, 08701)
- Greater Red Bank Branch of the NAACP (PO Box 2147, Red Bank, NJ, 07701)
- Asbury Park/Neptune Branch of the NAACP (PO Box 1143, Asbury Park 07712)
- Bayshore Branch of the NAACP (PO Box 865, Matawan, NJ, 07747)
- Greater Freehold Branch of the NAACP (PO Box 246, Marlboro Annex, NJ, 07746)
- Greater Long Branch Branch of the NAACP (38 Memorial Parkway, Long Branch, NJ, 07740)
- Trenton Branch of the NAACP (PO Box 1355, Trenton, NJ, 08608)
- Supportive Housing Association (185 Valley Street, South Orange, NJ 07079)

#### 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)	
<b>Please refer to appendix II of the Hightstown Affirmative Marketing Plan</b>	
<input type="checkbox"/>	<b>BUILDING</b> Mercer County Library Headquarters
<input type="checkbox"/>	<b>LOCATION</b> 2751 Brunswick Pike, Lawrenceville, NJ 08648
<input type="checkbox"/>	Monmouth County Headquarters Library
<input type="checkbox"/>	125 Symmes Drive, Manalapan, NJ 07726
<input type="checkbox"/>	Ocean County Library
<input type="checkbox"/>	101 Washington Street, Toms River, NJ 08753
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)	
<b>Please refer to appendix II of the Hightstown Affirmative Marketing Plan</b>	
4c. Sales/Rental Office for units (if applicable)	

## 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 (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

---

Name (Type or Print)

---

Title/Municipality

---

Signature

---

Date

APPENDIX M  
SPENDING PLAN  
AFFORDABILITY ASSISTANCE  
MANUAL

AFFORDABILITY ASSISTANCE MANUAL TO BE PROVIDED SEPARATELY



## Clarke Caton Hintz

Architecture  
Planning  
Landscape Architecture

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Fax: 609 883 4044

## Introduction

The Borough of Hightstown has prepared a Third Round Housing Element and Fair Share Plan (HEFSP) that addresses the Borough's stipulated three-part Third Round affordable housing obligation. This Spending Plan sets forth how the Borough will spend its affordable housing trust funds in support of the affordable housing compliance plan detailed in the HEFSP.

Hightstown first adopted a development fee ordinance in 2004, creating a dedicated revenue source for affordable housing and establishing the Borough's affordable housing trust fund, for which this Spending Plan is prepared. The ordinance was updated in 2005 to raise the residential development fee assessment from 0.5% to 1% of equalized assessed property value and was updated again in 2021 to conform to recent allowances. As amended, the ordinance now sets development fees at 1.5% and 2.5% of equalized assessed property value, for residential development and non-residential development, respectively.

As of December 31, 2022, the Borough has collected a total of \$462,534.46 in development fees and interest, and has expended \$30,000 in affordability assistance, \$273,818 in housing activity, and \$86,495.25 in administrative expenditures, for a balance in the account of \$72,221.21. All development fees, payments in lieu of constructing affordable units on site, other income, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund account at Valley National Bank for affordable housing purposes. These funds will be spent in accordance with *N.J.A.C. 5:93-8.16*, as described in the sections that follow.

The Borough asserts that the expenditures of funds contemplated under the Borough's Housing Element and Fair Share Plan and Spending Plan constitute a "commitment" for expenditure pursuant to *N.J.S.A. 52:27D-329.2* and *-329.3*, with the four-year time period for expenditure beginning to run with the adoption of the Borough's HEFSP and Spending Plan. This commitment is asserted in accordance with the provisions of *In re Tp. Of Monroe*, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563).

John Hatch, FAIA  
George Hibbs, AIA  
Brian Slaugh, AICP  
Michael Sullivan, AICP  
Michael Hanrahan, AIA  
Mary Beth Lonergan, AICP



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### **Estimated Revenues Until the End of the Third Round**

To calculate a projection of revenue anticipated during the Third Round, the Borough considered the following:

- (a) Development fees: \$192,615
  - 1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
  - 2. All projects currently before the Planning and Zoning Board for development approvals that may apply for building permits and certificates of occupancy; and
  - 3. Future development that is likely to occur based on historical rates of development. The Borough anticipates non-residential development fees from the proposed mixed-use redevelopment of the Wells Fargo building at 105 Main Street, and development fees from Phase I of the proposed redevelopment of the Rug Mill, as well as minor additional residential development fees.
  
- (b) Payments in lieu of constructing affordable units: \$0

Actual and committed payments-in-lieu of construction from developers. The Borough does not anticipate any revenues from payments in lieu of construction during the Third Round.
  
- (c) Other funding sources: \$0

The Borough does not anticipate future funds from this category at this time. Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the Borough's affordable housing trust fund are anticipated to come from development fees and interest.
  
- (d) Projected interest: \$2,315

Based on the current average interest rate, interest earned in recent years, and projected rates of development fee revenue, the Borough anticipates collecting \$2,315 in interest through 2025.



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**Table SP-1. Anticipated Revenues Through the End of the Third Round.**

Year	To Date	2023	2024	1/25-6/25	Total
Source of Funds					
Projected Development Fees	\$72,221 STARTING BALANCE (December 31, 2022)	\$22,250	\$84,900	\$83,150	\$190,300
Projected Payments in Lieu of Construction					
Interest		\$90	\$1,160	\$1,065	\$2,315
<b>Total</b>		<b>\$22,340</b>	<b>\$84,410</b>	<b>\$82,565</b>	<b>\$192,615</b>

**Source of Funds – Housing Trust Fund 2023 through June 2025**

The Borough projects a total of \$192,615 in revenue to be collected between January 2023 and June 2025 from residential and non-residential development fees, and accrued interest. Development fees are projected based on a valuation of retail space of \$125/sf. Because the Borough is almost completely developed, it is projecting only \$3,500 per year in additional residential development fees, matching the average collected each year over the past four years.

**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 Borough:

- (a) Collection of development fee revenues:

All collection of development fee revenues will be consistent with local regulations, which follow COAH administrative models for both residential and non-residential developments, and in accordance with *N.J.S.A. 40:55D-8.1* through 8.7.





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- (b) Distribution of development fee revenues:

A request for disbursement is made to the Borough Administrator, who forwards it to the Borough Attorney and Planner. The Attorney and Planner review the request for consistency with this Spending Plan and make a recommendation to the Borough Council, which authorizes the disbursement of funds either by resolution or via bill list. Once a disbursement is authorized, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved by the Borough Council.

### **Description of Anticipated Use of Affordable Housing Funds**

- (a) Rehabilitation: \$80,750

The Borough will establish a municipally administered Rehabilitation program and will dedicate \$80,750 in trust funds toward the rehabilitation of three to four units via the Borough program. All rehabilitated units will comply with *N.J.A.C. 5:93-5.2(b)*, which defines a substandard unit as “a unit with health and safety code violations that require the repair or replacement of a major system.” Major systems include weatherization, roofing, plumbing, heating electricity, sanitary plumbing, lead paint abatement and/or load bearing structural systems. All rehabilitated units must meet the applicable construction code. All rehabilitated units must be occupied by low- or moderate-income households and subject to 10-year affordability controls, which are placed on the property in the form of a lien or deed restriction. All rehabilitations must have a minimum average hard cost of \$10,000.

- (b) Affordability Assistance (*N.J.A.C. 5:93-8.16(c)*): \$166,545

The Borough is required to spend a minimum of 30% of development fee revenue and interest to render existing affordable units more affordable, and at least 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) or to create very low-income units. The actual required amount is calculated as follows:



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**Table SP-2. Projected Minimum Affordability Assistance Requirement**

Actual development fees and interest thru Dec. 31, 2022		\$462,534
Development fees projected January 2023 – June 2025	+	\$190,300
Interest projected January 2023 – June 2025	+	\$2,315
<b>Total</b>	<b>=</b>	<b>\$655,149</b>
30 percent requirement	x 0.30 =	\$196,545
Less Affordability Assistance expenditures to date	-	\$30,000
<b>PROJECTED MINIMUM Affordability Assistance Requirement</b>	<b>=</b>	<b>\$166,545</b>
<b>PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement</b>	<b>÷ 3 =</b>	<b>\$55,515</b>

Based on fees and interest collected through December 31, 2022, and projected revenues through June 30, 2025, the Borough must dedicate at least \$166,545 from the affordable housing trust fund to render units more affordable, including \$55,515 to render units more affordable to households earning 30% or less of area median income. It may use a variety of vehicles to do this, including but not limited to the following:

- Down-payment assistance;
- Rental assistance;
- Security deposit assistance;
- Low interest loans;
- Assistance with homeowner’s association or condominium fees and special assessments; and/or
- Converting low-income units to very-low-income units or creating new very-low income units, etc.

**Home Purchase Assistance: \$30,000**

The Borough will allocate a maximum of \$15,000 per unit to assist income-qualified households in purchasing an affordable unit in the Borough. The funds may be used to match household down payment funds, and to help defray attorney’s fees, mortgage application fees, and other closing costs.



## ***Draft Hightstown Borough Spending Plan***

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### **Rental Assistance: \$11,551**

The Borough will dedicate \$11,551 toward rental assistance for current or new tenants in the Borough's existing affordable units, and to new tenants in units that will be constructed. The program will pay one month's rent to the landlord on behalf of the tenant, up to a maximum of \$1,500 per unit. Priority will be given to very low-income tenants, in order to ensure that the Borough meets its minimum very low-income affordability expenditure.

The Affordability Assistance operating manual may be found as an appendix to this Spending Plan.

### **Additional Very Low-Income Family Units: \$125,000**

The Borough will dedicate up to \$125,000 to use as subsidies to developers of affordable units pursuant to either any of the Borough's proposed inclusionary zones or overlay zones or its mandatory Borough-wide affordable housing set-aside, to encourage the production of more than the minimum required number of very low-income family units, in order to ameliorate the current shortage of low-income and very low-income family units identified in the HEFSP. The amount of the subsidy to be provided to each developer will be the subject of a development or redevelopment agreement.

(c) **Administrative Expenses (N.J.A.C. 5:93-8.16(e)): \$44,435**

The Borough may use affordable housing trust fund development fee revenue for related administrative costs up to a 20% limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis based on actual development fee revenues collected.



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**Table SP-3. Projected Administrative Expenses**

Actual development fees and interest thru Dec. 31, 2022		\$462,534
Development fees projected January 2023 – June 2025	+	\$190,300
Interest projected January 2023 – June 2025	+	\$2,315
<b>Total</b>	<b>=</b>	<b>\$655,149</b>
20 percent maximum permitted administrative expenditures	x 0.20 =	\$131,030
Less administrative expenditures through June 30, 2022	–	\$86,495
<b>Projected allowed administrative expenditures</b>	<b>=</b>	<b>\$44,535</b>

The Borough projects that \$44,535 may be available from the affordable housing trust fund to be used for administrative purposes through June 2025. Projected administrative expenditures, subject to the 20% cap, are as follows:

- Borough Attorney and Planner fees related to plan preparation and implementation;
- Rehabilitation program and affordability assistance program administration fees.

**Expenditure Schedule**

The Borough intends to use affordable housing trust fund revenues for rehabilitation of substandard units, for tenant and home purchaser assistance, and for the creation of additional family low- and very low-income units. The projected funding schedule is set forth below.

**Table SP-4. Projected Expenditure Schedule 2022 Through 2025**

Program	Units	2023	2024	1-6/ 2025	Total
<b>Rehabilitation</b>	3-4	\$20,000	\$40,000	\$20,750	<b>\$80,750</b>
<i>Home Purchase Assistance</i>			\$15,000	\$15,000	<b>\$30,000</b>
<i>Rental Assistance</i>			\$3,156	\$8,395	<b>\$11,551</b>
<i>Low-Income Unit Assistance</i>	2-3		\$50,000	\$75,000	<b>\$125,000</b>
<b>Administration</b>		\$5,000	\$34,535	\$5,000	<b>\$44,535</b>
<b>TOTAL</b>		<b>\$25,000</b>	<b>\$142,685</b>	<b>\$124,145</b>	<b>\$291,836</b>



## ***Draft Hightstown Borough Spending Plan***

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### **Excess or Shortfall of Funds**

While no shortfall of funds is anticipated, the Borough commits to funding all programs detailed in this Spending Plan, including via other municipal funding. Should a shortfall occur between now and the end of the Third Round that cannot be covered by other municipal sources, the Borough commits to adopting a resolution of intent to bond to cover such shortfall. Any excess in funds collected over what has been projected will be dedicated to additional affordability assistance to the extent required, and toward the Borough's Rehabilitation program as available.

### **Summary**

The Borough intends to spend affordable housing trust fund revenues pursuant to the extant regulations governing such funds and consistent with the housing programs outlined in its 2023 Housing Element and Fair Share Plan. As of December 31, 2022, the Borough had a balance in the trust account of \$72,221.21. The Borough anticipates an additional \$192,615 in development fees and interest to be collected between January 1, 2023 and June 30, 2025, for a total of \$291,836 in available funds. The Borough will spend up to \$80,750 on its Rehabilitation program, \$125,000 as incentives to small-scale developers for the creation of additional family low- and very low-income units, \$30,000 on a home purchase assistance program, and \$11,551 on a rental assistance program. The Borough may also expend up to \$44,535 of trust funds on administrative costs during the remainder of the Third Round.



**Draft Hightstown Borough Spending Plan**

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**SP-5. Spending Plan Summary**

<b>Revenues</b>	
Balance as of December 31, 2022	\$72,221
Projected Revenue from January 2023 through June 2025	\$192,615
1. <i>Development fees</i>	+ \$190,300
2. <i>Payments in lieu of construction</i>	+ \$0
3. <i>Other funds</i>	+ \$0
<i>Interest</i>	+ \$2,315
<b>Total Projected Funds Available</b>	<b>= \$291,836</b>
<b>Expenditures</b>	
Rehabilitation	- \$80,750
Home Purchase Assistance	- \$30,000
Rental Assistance	- \$11,551
Creation of additional low-income family units	- \$125,000
Administration	- \$44,535
<b>Total Projected Expenditures</b>	<b>= \$291,836</b>
<b>SURPLUS</b>	<b>= \$0</b>