



TOWNSHIP OF EAST BRUNSWICK

RESOLUTION # 25-218

RESOLUTION OF THE TOWNSHIP OF EAST BRUNSWICK, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, APPROVING JUNE 2025 HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, pursuant to the March 10, 2024 New Jersey Public Law 2024, c2, and in accordance with Municipal Land Use Law (N.J.S.A.40:55D-1 et seq.) Mount Laurel IV, the Township of East Brunswick has prepared a proposed Housing Element and Fair Share Plan to address its Fourth Round Housing Obligation, which can be viewed by clicking the following link - [Housing Element and Fair Share Plan](#); and

WHEREAS, the Township of East Brunswick retained the services of Kate Keller, AICP, PP, of Phillip Preiss Grygiel Leheny Keller, LLC to prepare a Housing Element and Fair Share Plan pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq.; and

WHEREAS, a public hearing of the Township of East Brunswick Planning Board (the "Planning Board") was conducted on June 18, 2025, at 7:30 p.m. pursuant to DCA Guidelines; and

WHEREAS, on June 18, 2025, the Planning Board of the Township of East Brunswick determined that the Housing Element and Fair Share Plan is consistent with the goals and objectives of the Master Plan and adopted the Housing Element and Fair Share Plan which is on file in the Municipal Clerk's office; and

WHEREAS, the Housing Element and Fair Share Plan contemplates an Administrative Agent Agreement with Piazza & Associates for the administration of for-sale affordable units and the Township Council wishes to authorize the execution of this Agreement, attached hereto as Schedule A; and

WHEREAS, the Housing Element and Fair Share Plan contemplates an Administrative Agent Agreement with East Brunswick Community Housing Corporation for the administration of rental affordable units and the Township Council wishes to authorize the execution of this Agreement, attached hereto as Schedule B; and

WHEREAS, the Township Council now wishes to endorse the Housing Element and Fair Share Plan as adopted by the Township of East Brunswick Planning Board and seek approval of the Housing Element and Fair Share Plan by the Affordable Housing Dispute Resolution Program (the "Program") and the Court.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of East Brunswick, County of Middlesex, State of New Jersey, as follows:

1. That the Township Council hereby endorses the Housing Element and Fair Share Plan previously adopted by the Planning Board which is on file in the Municipal

Clerk's office.

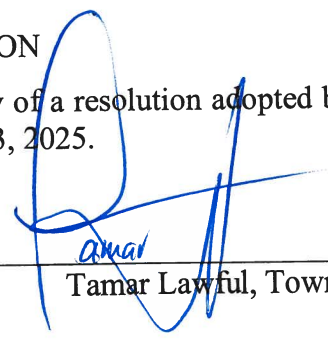
2. That the Township Council hereby directs the Township's Affordable Housing Counsel to:
 - a. File this Resolution with the Program, along with any additional documents the professionals deem necessary or desirable;
 - b. Seek a Compliance Certification from the Program or Mount Laurel Judge as may be appropriate formally approving the Housing Element and Fair Share Plan.
3. That the Mayor is hereby authorized to execute, and the Clerk to attest to the execution of the Administrative Agent Agreement with Piazza & Associates, attached hereto as Schedule A.
4. That the Mayor is hereby authorized to execute, and the Clerk to attest to the execution of the Administrative Agent Agreement with the East Brunswick Community Housing Corporation attached hereto as Scheduled B.
5. That this resolution shall become effective immediately.
6. That a certified copy of this resolution, together with a copy of the agreements, shall be forwarded to the East Brunswick Township Planning Board, Piazza & Associates, East Brunswick Community Housing Corporation and Fair Share Housing Center.

RECORDED VOTE OF COUNCIL						
Council Member	Motion	Second	Yes	No	Abstain	Absent
Behal		X	X			
Wendell			X			
Winston			X			
Zimbicki	X		X			
McEvoy			X			

CERTIFICATION

This is to certify that this is a true and compared copy of a resolution adopted by the Municipal Council of the Township of East Brunswick on June 23, 2025.

ADOPTED: June 23, 2025


Tamar Lawful, Township Clerk

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SCHEDULE A

**[Administrative Agent Agreement with
Piazza & Associates]**

Proposal

Submitted by

Piazza & Associates

Affordable Housing Service

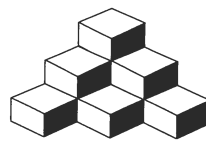
to provide

Affordable Housing Administrative Services

to the

Township of East Brunswick

June 17, 2025



Piazza & Associates, Inc. ♦ 201 Rockingham Row ♦ Princeton, NJ 08540
T.609.786.1100 ♦ F.609-786.1105 ♦ FPiazza@PiazzaNJ.com

BACKGROUND

There are approximately 400 low- and moderate- income sales homes in the Township of East Brunswick (the "Township") that have been developed to help the Township satisfy its affordable housing obligation as governed by the New Jersey Fair Housing Act ("NJFHA"), as well as applicable court settlements and judgements, state and local laws, rules, ordinances and regulations (hereafter, collectively referred to as the "Regulations"). Among other things, the Regulations govern the maximum sales prices, the maximum income limits of the buyers, and compliance to an affirmative marketing plan for the affordable units.

The Township is seeking an experienced, qualified agency or entity to serve as an Administrative Agent with respect to the affordable units, and so review and approve, on behalf of the Township, the resale of the affordable homes, the income qualifications of the applicants and the affirmative marketing process. By way of this document, Piazza & Associates, Inc. ("P&A"), an experienced firm that provides such affordable housing services, proposes to serve as the Administrative Agent on behalf of the Township, thereby assuring the Township that it will receive proper credit for the low- and moderate-income units towards its affordable housing obligation.

SCOPE OF SERVICES

Specifically, Piazza & Associates will provide the following services under this proposal:

1. Review the marketing plan and process for adherence to Fair Housing rules and regulations.
2. Develop a complete set of application documents specifically designed to meet the requirements of the regulations.
3. Post available units on the Housing Resources Center Website and post the preliminary application for the Township on its own website.
4. Mail out preliminary applications and answer questions, via telephone, e-mail and web site as required.
5. Collect all preliminary applications, and process such applications as necessary, keeping a complete record of the information and responding to all applicants appropriate to their submission.
6. Provide the Township a list of available pre-qualified applicants by unit type as needed.
7. Upon notification that units are available, send notices and final applications to a representative number of prequalified applicants.
8. Complete a review of the final application and notify both the applicant and the Owner or its agent as to the status of the application.

9. Determine the maximum re-sale prices for the Owner-Seller and certify to the Township that price is in compliance to the Regulations.
10. Process and notify potential purchasers of an available unit and determine the priority order of interested parties.
11. Determine the eligibility of prospective buyers and certify the applicant with respect to their adherence to all income limitations as set forth in the regulations, and notify the Owner accordingly.
12. Provide necessary forms to sellers, buyers and their attorneys and ensure that they are recorded.
13. Maintain accurate records of the status of all certifications and recertification work on an ongoing basis.
14. Provide compliance reports to the Township and regulatory agencies as necessary.
15. Make files, reports and other documentation readily available to the Township or an auditor working on behalf of the Township.
16. Communicate the status of the compliance plan to the Township on an ongoing basis and be available to meet with representatives of the Township as requested.

TERMS AND CONDITIONS

A. Contract Administration: All work performed by P&A under this proposal shall be accomplished in close consultation with and under the direction of the Township or its designee. Although we envision that the bulk of the work described in the Scope of Services, herein, will be done from its main office in Princeton Forrestal Village, P&A will be available to meet with applicants in the Township by appointment.

B. Professionalism: At all times, P&A will endeavor to maintain a sense of professionalism with respect to the services performed on behalf of the Township.

C. Implementation of Services: P&A will begin the implementation of its services immediately upon the approval of the Township and receipt of a signed engagement letter or contract with the Township.

D. Confidentiality: All data provided by the Township, the Owner and its applicants will be considered strictly confidential and shall be used solely for the purposes delineated in this proposal. Likewise, the materials developed by P&A on behalf of the Owner and/or the Township shall be considered proprietary and may only be used by the Owner and/or Township for its own affordable housing endeavors in the future.

E. Insurance: P&A, Inc. will provide for itself and at its own expense Professional Liability Errors and Omission Insurance coverage with a limit of liability of one million dollars

(\$1,000,000).

F. Files and Documentation: P&A will look to the Township or Owner (as applicable) to provide files, documents and notices necessary for it to implement its maintenance and compliance services.

G. Certain Services Not Provided Herein: Under this proposal, P&A shall not be responsible for:

1. The obligation of the Township to meet its affordable housing obligation aside from the certifications as provided in the Scope of Services herein;
2. Any additional requirements set forth by NJFHA or any other regulatory agency or entity that represent a material change in the services necessary to comply with the Regulations; and
3. All legal and real estate related services associated with the rental or sale and transfer of an affordable property, including, but not limited to compliance to Federal and State Fair Housing laws.

H. No Financial Interest: P&A certifies and warrants that it has no financial interest in the units in the Township that are restricted under the Regulations.

TERM

The term of this Agreement shall be for one (1) year, commencing _____, 2025. The Agreement is renewable for successive terms and can be terminated at the discretion of the Township with 60 days written notice without cause.

COMPENSATION

In return for its compliance efforts (as detailed in the Scope of Services above), P&A will be compensated as follows:

- A. \$1,000 per month to maintain the waiting list, answer phone calls and distribute applications. The fee for re-sales will be paid directly by the Seller to Piazza & Associates upon transfer of title at a rate of \$700 per re-sale.
- B. Expenses: In addition to its fee, P&A shall be reimbursed for postage to applicants and owners, and any direct advertising done by Piazza & Associates which is not directly paid by the Owners or their agents. However, all compliance reports outlined above, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above.
- C. In the event that the Township requests services in addition to the Scope of Services above, a mutually agreed upon rate for such services shall be determined prior to implementation.

ACCEPTANCE

Please signify your acceptance of this proposal by signing below.

Sincerely,

A handwritten signature in blue ink, appearing to read "Frank Piazza". The signature is stylized with large, rounded letters and a trailing flourish.

Frank Piazza

Accepted on behalf of the Township of East Brunswick

BY:

Date: _____

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SCHEDULE B

**[Administrative Agent Agreement with East
Brunswick Community Housing Corp.]**

Appendix 3 Exhibit A

CONTRACT FOR THE ADMINISTRATION OF THE EAST
BRUNSWICK COMMUNITY HOUSING FAMILY RENTAL PROGRAM

Date _____

BETWEEN

East Brunswick, a municipality and instrumentality of the State, having offices at 1 Civic Center Drive, East Brunswick, NJ, hereinafter called the "Municipality"; and

East Brunswick Community Housing Corporation, hereinafter called the "Administrative Agent."

WITNESSETH

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, *et seq.*, hereinafter the "Act") the Municipality is implementing a program to provide affordable housing units to low- and moderate-income households desiring to live within the Municipality; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls may be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, the Municipality has selected The East Brunswick Community Housing Corporation to be the Administrative Agent for the purposes of providing affordability control services for: all Market to Affordable housing within the municipality purchased by The East Brunswick Community Housing Corporation.

NOW THEREFORE, the Municipality and the Administrative Agent hereby agree to the following terms and conditions:

Section 1. Term

This Agreement shall become effective as of the 23 day of June, 2015, and shall have a renewable term of 12 months, subject to the termination and renewal provisions set forth in Section 4, below.

Appendix 3 Exhibit A

Section 2. Applicability and Supersession

This Agreement shall define and govern all terms between the parties with respect to affordability controls for affordable housing units provided under the Act, and shall supersede all prior agreements or documents related thereto.

Section 3. Agency and Enforcement Delegation

The Municipality and the Administrative Agent acknowledge that under the Rules, the Administrative Agent is acting hereunder primarily as an agent of the Municipality. Anything herein to the contrary notwithstanding, however, the Municipality hereby delegates to the Administrative Agent, and the Administrative Agent hereby accepts, primary responsibility for enforcing substantive provisions of the Act and the Rules. The Municipality, however, shall retain the ultimate responsibility for ensuring effective compliance with the Rules and the Administrative Agent will come under the supervision of the Municipal Housing Liaison.

Section 4. Termination and Renewal

- (1) The Agreement may be terminated by either party, by giving 3 months advanced written notice to the other, to the address and in the form as set forth in *Section 8*, below, provided however, that no such termination may take effect unless and until an alternate Administrative Agent has been selected by the Municipality and approved by all required governmental authorities.
- (2) Unless terminated, this Agreement shall automatically be renewed for *annual* successive terms of 12 months each.

Section 5. Assignment of Affordable Housing Units

For the term hereof, and without exception, this Agreement shall govern the provision of affordability control services for the following affordable housing units located within the Municipality that fall under the jurisdiction of the Act:

The East Brunswick Community Housing Family Rental Program

Section 6. Responsibilities of the Administrative Agent

The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in the Rules, including those set forth in Sections 5:80-26.14, 16 and 18 thereof.

Appendix 3 Exhibit A

(1) Affirmative Marketing

- (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of East Brunswick and the provisions of N.J.A.C. 5:80-26.15;
- (b) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing; and
- (c) Providing counseling or contracting to 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.

(2) Household Certification

- (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
- (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
- (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
- (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et. seq.;
- (e) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
- (f) Employing a random selection process as provided in the Affirmative Marketing Plan of East Brunswick when referring households for certification to affordable units.

(3) Affordability Controls

- (a) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- (b) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- (c) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of

Appendix 3 Exhibit A

deeds or county clerk's office after the termination of the affordability controls for each restricted unit;

- (d) Communicating with lenders regarding foreclosures; and
 - (e) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- (4) Rental
- (a) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for rental; and
 - (b) Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for re-rental.
- (6) Enforcement
- (a) The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
 - (b) Creating and publishing a written operating manual, setting forth procedures for administering such affordability controls; and
 - (c) Providing annual reports as required.
- (7) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

Section 7. Responsibilities of the Municipality

The Municipality shall:

- (1) Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison to the Administrative Agent on all matters related to this Agreement;
- (2) Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and the provisions of this Agreement;
- (3) Monitor the status of all restricted units in the Municipality's Fair Share Plan;
- (4) Compile, verify, and submit annual reports as required;

Appendix 3 Exhibit A

- (5) Coordinate meetings with affordable housing providers and Administrative Agents, as applicable;
- (6) Develop an Affirmative Marketing Plan and distribute to the Administrative Agent;
- (7) Ensure that all restricted units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA). The municipality and MUA shall promptly notify the Administrative Agent of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units; and
- (8) Provide all reasonable and necessary assistance to the Administrative Agent in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under the Agreement.

Section 8. Notices

All notices and other written communications between the Municipality and the Administrative Agent shall be to the addresses and personnel specified below:

to the Municipality:

Mayor
Township of East Brunswick NJ
P.O. Box 1081
East Brunswick, NJ 08816

Attn: Dr. Brad J. Cohen

to the Administrative Agent:

East Brunswick Community Housing Corporation
4 Harts Lane
East Brunswick, NJ 08816

Attn: Susan Fein

Appendix 3 Exhibit A

Section 9. Non-Waiver of Conditions

The failure of either party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not constitute a consent to waiver of or excuse for any other different or subsequent breach of the same or other provision, nor as a result shall either party relinquish any rights which it may have under this Agreement. No terms or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the waiving party.

Section 10. Merger and Amendment

This written Agreement, together with its Exhibits, constitutes the sole agreement between the parties with respect to the matters covered therein, and no other written or oral communication exists which shall bind the parties with respect thereto, provided however that this Agreement may be modified by written amendments clearly identified as such and signed by both the Municipality and the Administrative Agent.

Section 11. Partial Invalidation of Agreement

Should any provision of this Agreement be deemed or held to be invalid, ineffective or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Municipality and the Administrative Agent have executed this Agreement in triplicate as of the date first above written.

THE MUNICIPALITY OF East Brunswick

BY _____

Dr. Brad J Cohen
Mayor, East Brunswick Township

East Brunswick Community Housing Corporation

BY _____

Susan Fein
Executive Director

Appendix 3 Exhibit A

ACKNOWLEDGEMENTS

On this the ____ day of _____, 20__ before me came _____
known and known to me to be the _____ of _____, the
Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized
to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the
foregoing Agreement for the purposes stated therein.

NOTARY PUBLIC

On this the ____ day of _____, 20__ before me came _____, known
and known to me to be the _____ of _____, the
Administrative Agent identified as such in the foregoing Agreement, who states that (s)he has
signed said Agreement on behalf of said Administrative Agent for the purposes stated therein.

NOTARY PUBLIC