

# **Restoring the Grover Farmhouse**

## **A Progress Report to the Council and Administration of West Windsor Township**

**March 14, 2013**



Photo: J. Church

**Editor: John A. Church**

### **Co-Editors**

**Jonathan B. Word  
James R. Solloway  
Ted Grover**

# **Table of Contents**

<b>Preface and Acknowledgments</b>	<b>1</b>
<b>Recommendations</b>	<b>2</b>
<b>History of the Site</b>	<b>3</b>
<b>Early History to 2009</b>	
<b>Later History and Deterioration</b>	
<b>Bids for Demolition</b>	
<b>The Grover Homestead Restoration Committee</b>	
<b>Regulatory Status</b>	<b>5</b>
<b>Open Space Inventory</b>	
<b>NJDEP Green Acres Program</b>	
<b>NJ Historical Preservation Office</b>	
<b>Present Condition of the Structures</b>	<b>6</b>
<b>House</b>	
<b>Barn 1 and Attached 3-Car Garage</b>	
<b>Barn 2</b>	
<b>Servants' Quarters and Adjacent Lavatory</b>	
<b>Long Storage Building and Green Shed</b>	
<b>A Note on Birdlife Seen on the Farm</b>	
<b>Usages of Buildings under Green Acres Restrictions</b>	<b>7</b>
<b>Permitted Usages</b>	
<b>Recommended Usage: Caretaker Residence</b>	
<b>Business Plan for the Grover House</b>	<b>8</b>
<b>Assumptions</b>	
<b>Breakeven Rental</b>	
<b>Conclusion</b>	
<b>List of Appendices</b>	<b>11</b>

**[The Appendices are unpaginated.]**

## **Preface and Acknowledgments**

*“[Since the 1960’s] most of West Windsor’s older farmhouses and buildings were destroyed. As long-time residents move or pass away, knowledge of the history of West Windsor is being lost.”<sup>1</sup>*

*“[In] West Windsor, where demolition or extensive and incompatible modernization is the norm for historic buildings . . .”<sup>2</sup>*

*“[The Grover Farmstead’s] buildings represent several stages of farm life in West Windsor. The barns represent the dairying era and probably date from the early twentieth century and were used for hay, cows, and horses.”<sup>3</sup>*

The Grover Farmstead is an iconic landmark in West Windsor, imbued with fond memories by countless families. Besides welcoming separate family visits, the community-minded Grovers hosted thousands of school children from the West Windsor school district, as well surrounding districts, for both pumpkin and strawberry picking. Students from the Dutch Neck and Village Schools walked to the farm; students from surrounding districts, mainly Princeton, were bused. Upon their arrival, the Grovers would greet the children and teachers and give them a lesson on how the produce was grown. Sometimes the entire student population of Dutch Neck School would come at once. The Grovers charged \$1 per child, and everyone thought it was a fine arrangement.

Today the Grover property is the last highly-visible farmstead standing within the Township. From the roadside, the residence provides a vista that is unmatched in its portrayal of West Windsor’s farming history, and the site was chosen to be the first property preserved with Open Space Tax Funds, in 1994. The restoration of the home would preserve nearly two centuries of West Windsor history.

This proposal is an outgrowth of the Grover Farmstead Restoration Committee, formed in mid-2012 with the encouragement of the West Windsor Town Council following a decision not to immediately demolish the house and most of the outbuildings. This committee consists entirely of unpaid volunteers who have given freely of their valuable time during the intervening period. There are too many to list individually, but the editor would particularly like to acknowledge the extensive research done by Jonathan Word, whose work made this report possible. Former committee member Marshall Lerner has provided valuable data, counsel, and advice.

If the house is to be preserved, substantial damage to it that took place during the time when its future was still not fully determined must be repaired. In addition there has been some unrelated deterioration of the foundation, which is considered repairable<sup>4</sup>. Please see the Business Plan for details regarding the proposed finances.

<sup>1</sup> Appendix 7, Excerpts from Schenck Farmstead Nomination for Historic Status 1997-03.

<sup>2</sup> From a letter from Susanne C. Hand to Charles Scott in the NJ Historical Preservation Office.

<sup>3</sup> Appendix 6, NJ Historical Preservation Office – Township Survey 1988-04.

<sup>4</sup> Appendix 27, AMBIC Inspection Report: Grover House.

## Recommendations

We respectfully recommend that Town Council, with the support of the Administration, introduce and pass a resolution to provide for the following:

- Repairing the house and restoring its function as a private, leased residence. The tenant would be a member of the public charged with routine upkeep and caretaking of not only the house, but also of those parts of the farm property that the public would normally have access to, such as paths and possibly a small section set aside for picking produce (strawberries, pumpkins and the like) as was done in the past. Such a use is permitted under Green Acres Regulation 7:36-25.8(c) as cited in more detail later, and confirmed by Green Acres personnel.

- Making this project West Windsor's contribution to celebrating New Jersey's Sesquicentennial (i.e. 350<sup>th</sup>) Anniversary and thus have a timeline of completion in September of 2014 to coincide with the month of the anniversary of New Jersey's Royal Charter in 1664. The New Jersey State Assembly has already taken action <sup>5</sup> to promote this anniversary through New Jersey's Historical Commission, which is charged with the promotion, development, planning, and coordination of events and activities.

- Initially financing this project through several means: (1) Repurposing the \$60,000 from Line Item Appropriation Account 405 2010 18 002 <sup>6</sup> to enable new windows to be installed promptly, thus halting further deterioration as soon as possible. (2) Encouraging the formation of a community-led group to actively engage in fundraising. (3) Considering using funds specifically designated for the maintenance and development of Open Space properties.

- Completing financing by issuing new bonds for the additional amount required. The Business Plan shows that under any likely restoration expense, all township funds should be recoverable through renting the house. This will be possible largely because the property is tax-exempt, thereby allowing rental at rates considerably below local market. Rent would be such as to provide, in all probability, excess funds which can be returned to the development and maintenance of township Open Space as provided for in Green Acres regulations.

A comparison of the Grover House with the Schenck Farm restoration will naturally come to mind. We consider that these projects supplement each other rather than compete. The Schenck Farm restoration was financed entirely by taxpayers with little or no monetary return anticipated. It is in the nature of a museum, with associated operating costs to the town. The Grover House project will preserve a highly-visible landmark structure dating at least from the mid-1800's and which is projected to be entirely self-sustaining financially. A caretaker/tenant would be responsible for maintaining the existing publicly-accessible trails as well as the grounds surrounding the house. In addition, it is hoped that the previous and highly popular custom of allowing the public to pick their own produce in a separate area, with a minimal fee arrangement, could be reinstated.

<sup>5</sup> Appendix 23, ACR State Assembly Resolution to Promote New Jersey's 350<sup>th</sup> Anniversary

<sup>6</sup> Appendix 24, Council Resolution 2012-R135 to Contract for Demolition of the Grover Site.

## History of the Site

### Early History to 2009

The farmstead dates to at least the mid-1800's, possibly much earlier. The original part of the house is shown on an 1849 map of Mercer County<sup>7</sup>. The owner was J. L. Hooper, whose family is mentioned in a well-known history of West Windsor<sup>8</sup>. Another record suggests that the residence was enlarged by Sam Groendyke in 1876<sup>9</sup> with the addition of the front part to the original "ell."

The Grover family bought the farm in 1912<sup>10</sup>. Joseph Grover acquired the mill at the corner of Clarksville and Cranbury Roads in 1860<sup>11</sup>. (The hamlet of Grover's Mill became famous nationwide as the result of the Orson Welles October 30, 1938 "War of the Worlds" radio broadcast.)

In an effort to limit further development, the Township created the first Municipal Open Space Tax in New Jersey to acquire this site. In August 1994, West Windsor purchased the Grover Farm for an acquisition price not to exceed \$3,441,000<sup>12</sup> and it became the first designated open space in West Windsor. The purchase agreement stipulated that the existing owners of the property, LeRoy and Florence Grover, retain a life estate in the farmstead, and as a result it was maintained as an active residence for the succeeding 15 years. Mr. Grover died in December, 2008.

On February 19, 2009, Mrs. Grover moved out of the farmhouse and executed a voluntary release of the life estate<sup>13</sup>. This transferred control of the entire property to West Windsor Township. For more on the history of the farm, please see:

[http://wwhistoricbiker.weebly.com/uploads/7/8/2/2/7822577/historic\\_bike\\_route\\_pictures\\_aug.pdf](http://wwhistoricbiker.weebly.com/uploads/7/8/2/2/7822577/historic_bike_route_pictures_aug.pdf) .

### Later History and Deterioration

The site remained largely undisturbed and the house was maintained in good condition while the Grovers held their life estate. After it was transferred to Township control, the Administration explored potential uses for the buildings. The concept of leasing the property was discussed with Town Council<sup>14</sup>; however, the concept was tabled and the house remained vacant despite a warning from Township Land Use Manager Sam Surtees during that discussion: "To leave a residence vacant it starts deteriorating, as we are well aware with the Nierenberg House . . . You have an increased risk of vandalism, you need someone there to keep an eye on things . . . you know, if a leak occurs and if nobody is there to notice it, it gets worse."

<sup>7</sup> Appendix 8, 1849 Map of Mercer County: Dutch Neck Area.

<sup>8</sup> Henry MacAdam, "West Windsor Then and Now," Princeton Corridor Rotary Club, 1997, p. 40.

<sup>9</sup> Appendix 6, NJ Historical Preservation Office – Township Survey 1988-04.

<sup>10</sup> Ted Grover, personal communication. His brother Thomas R. Grover was a highly-decorated serviceman who was killed in action during the Vietnam War; the Grover Middle School near the farm is named after him.

<sup>11</sup> MacAdam, p. 44.

<sup>12</sup> Appendix 1, 1994 Certification of Funds to Purchase Grover Farmstead. The actual sales price, per deed of Jan. 12, 1995, was \$3,262,771.

<sup>13</sup> Appendix 3, 2009-02-19 Termination of Life Rights.

<sup>14</sup> Appendix 22, Transcription Excerpt of Council Meeting 2009-02-17.

### Bids for Demolition

In 2010 the Administration placed Line Item 2010-2(c) on the Capital Budget <sup>15</sup> to demolish the vacant structures on the site. Some of the structures were said to already be “in bad shape and need to be demolished” <sup>16</sup> .

Because of the press of other major matters during 2010 and 2011, further action on the proposed demolition was largely shelved after September, 2010. On April 5<sup>th</sup>, 2012, a demolition proposal went to bid.

The winning bid was for the same \$60,000 which had been originally put on the 2010 Capital Budget (Appendix 16; Appendix 17, Line Item 14) for “Demolition of Structures on Township Property.” This bid was submitted to Council as Resolution 2012-R135 on May 14<sup>th</sup>, 2012 <sup>17</sup>. This followed a recent pattern that the Administration has repeated with demolishing township property that has been neglected to the point of disrepair, including the Nierenberg House, the Cubberly Barn, the Stillwell Farm, the Censoni House, and the Crawford House <sup>18</sup> .

Following comments from the public and concerns expressed by several Council members, it was decided to table the resolution and reassess what to do with the property. Council members L. Geevers and K. Samonte agreed to act as liaison to a committee of volunteers, which was formed soon thereafter to recommend what action should be taken regarding the house and the other structures.

### The Grover Homestead Restoration Committee

The Grover Homestead Restoration Committee came into being soon after the above Council action. During the summer and autumn of 2012 it met many times, and much progress was made towards the present report.

Committee action was slowed by the effects of Superstorm Sandy at the end of October and subsequent recovery efforts in West Windsor and many other New Jersey locations, as well as by other matters. There was a formal police investigation of the premature and destructive removal of many items from the home, causing extensive interior and exterior damage, to the consternation of the Committee and the general public alike. As a few examples, walls were chopped apart to recover copper piping for its scrap value; cast iron radiators were removed and apparently melted down; an 8-year-old furnace was taken apart for its iron plenum; and the electric panel was dismantled. Many other valuable items were also taken.

An edited police report dealing with these incidents was made available to the Grover Committee and the public on Jan. 30, 2013. <sup>19</sup> We have been advised that the *current* value of the items so removed and destroyed is too low to make any recovery efforts for either the items or their original monetary equivalents worthwhile. Regrettably, therefore, it seems that their much higher *original* value (i.e. while they were still in the house) has apparently been permanently lost to the house as well as to the Township as a whole.

<sup>15</sup> Appendices 14-16 and 21 – Grover Farm capital requests, discussion, and bond ordinances.

<sup>16</sup> Appendix 21, Transcription Excerpt of Council Meeting 2010-04-30

<sup>17</sup> Appendices 17 and 24, Demolition of Grover Farm Structures

<sup>18</sup> Appendices 11-13, Capital Improvement Program Requests 2007-03 c, d, and e.

<sup>19</sup> Appendix 31, Michael Herbert Esq., Township Attorney. Commented upon in Appendix 32.

## **Regulatory Status**

### **Open Space Inventory**

The Grover Farmstead was the first addition to West Windsor's Recreation and Open Space Inventory ("ROSI"), and the property is designated as Preserved Open Space<sup>20</sup>.

### **NJDEP Green Acres Program**

Because this property was purchased entirely with West Windsor funds, i.e. without state assistance, it is designated as "Unfunded Parkland" under the Green Acres regulations. It came under this designation in 1998 when the Township accepted Green Acres funding to assist in purchasing the Blyman property<sup>21</sup>. Green Acres regulations require that all previously acquired properties on the Township's ROSI list become encumbered thereunder<sup>22</sup>.

### **NJ Historical Preservation Office**

The Grover Farmstead was part of a township-wide historic assessment conducted in 1988 by Kinsey & Hand, which is filed with the above the above office<sup>23</sup>. However, it appears that no application was ever made to determine if the property is eligible to be listed as a designated Historic Property.

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<sup>20</sup> Appendix 25, West Windsor Farmland Inventory, Aug. 2010. The Grover Farm is at the bottom of the list.

<sup>21</sup> Appendix 26, West Windsor Open Space Acquisitions 1994-2001. The Grover Farm is at the top of the list.

<sup>22</sup> Appendix 4, Green Acres Rules and Regulations 7:36-9.1(a).

<sup>23</sup> Appendix 6, NJ Historical Preservation Office – Township Survey 1988-04.

## **Present Condition of the Structures**

### **House**

The house needs extensive repairs, but many of its critical elements are still in reasonable condition. The foundation needs attention but is considered repairable. The porch should be replaced. Please see Appendix 27 for the complete results of a professional inspection, together with photos of the interior.

### **Barn 1 and Attached 3-Car Garage**

These are both apparently in reasonably good condition, although the barn does need some repairs. Please see the photos at the end of this report for this and the other structures.

### **Barn 2**

Unknown persons removed many of the exterior boards, which allowed strong winds to get into the barn and resulted in its collapse during the storm of July 29-30, 2012. The debris is still on the ground; some of this material is probably reusable.

### **Servants' Quarters and Adjacent Lavatory**

The quarters are overgrown, in poor repair, and probably should be demolished. The free-standing lavatory needs complete reconditioning and might be reusable.

### **Long Storage Building and Green Shed**

These are both in good condition and apparently need no attention at present. They are currently in use and should be retained.

### **A Note on Birdlife Seen on the Farm**

The farm consists of approximately 88 acres of flat open land with a nearly unobstructed horizon. This makes it a fine location for observing birdlife. In early September, 2012 it was visited by the rare Crested Caracara, a bird almost never seen on the east coast north of central Florida and never before reliably reported in New Jersey. This large and striking bird stayed for several days, causing a local sensation which drew avid birdwatchers from several adjacent states. It was seen feeding in a field, most likely on an animal carcass. In the evening it perched on a utility pole close to the Grover house.

Additionally, a Merlin, a small falcon rare in New Jersey, has been repeatedly observed on the property.

## **Usages of Buildings Under Green Acres Regulations**

### **Permitted Usages**

The usages of buildings under Green Acres regulations are restricted. Different rules apply depending on the status of the property.

The Grover Farm is classified as unfunded parkland due to its having been purchased exclusively with West Windsor funds. Funded parkland, i.e. parkland purchased wholly or in part with state funds, is subject to more restrictive regulations.

Buildings on unfunded parkland have the following permitted usages <sup>24</sup> :

- Community Center
- Recreation Center
- Museum
- Caretaker Residence
- Park Employee Residence

### **Recommended Usage: Caretaker Residence**

We recommend that the Grover house, after all needed repairs, be leased to a resident caretaker under Green Acres, as allowed by N.J.A.C. 7:36-25.8(c) . A lease should be drafted compliant with N.J.A.C. 7:36-25.13, to be open to public bidding pursuant to N.J.S.A. 40A:11-1.

This lease procedure has been conducted by other townships and would need to include the following or similar provisions, depending on the specific property <sup>25</sup>:

The caretaker must maintain the premises in the condition that existed at the time it was initially leased, ordinary wear and tear excepted. In addition, s/he must devote 40 hours per month to the following activities:

- Patrolling the property once a week for safety, possible vandalism, and trash removal
- Landscape maintenance and gardening, including maintaining trail markers and fence painting/maintenance
- Snow removal; removal of fallen branches and debris, etc.
- Performing other handyman tasks, including but not limited to cleaning gutters

It is anticipated that in exchange for the preceding obligations, the house could be rented at rates below the prevailing local market for a similar residence and still return funds to the local Open Space maintenance budget.

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<sup>24</sup> Appendix 4, Green Acres Rules and Regulations Subchapter 25, Section 8, parts (b and c).

<sup>26</sup> Appendix 5, Green Acres Clarification of a Caretaker Lease, discussed and reconfirmed Dec. 18, 2012, Jan. 30, 2013 and Feb. 12, 2013. See Appendix 33 for an addendum to a typical Caretaker Lease.

## **Business Plan for the Grover House**

### **Assumptions**

1. The entire property is owned by the town and is therefore tax-exempt.
  
2. Currently farmed land is to be separately leased as at present. The lease runs until Dec. 31, 2016. As that time approaches, a new lease could be negotiated with the possibility of having a small publicly-accessible parcel reserved for “pick-your-own” produce, with a minimal fee arrangement as in the past.
  
3. The proposed tenant/caretaker of the house would be responsible for routine maintenance of the house and other duties as prescribed in Green Acres regulations. Rent would be below-market to reflect these requirements. For a house worth \$300,000 (see below), major maintenance at 1%/yr (\$250/mo.) is built into the rent. The tenant would pay all house-related utilities.
  
4. The rehabilitated house is assumed to be worth \$300,000 for insurance purposes. Insurance is estimated at \$900/yr (\$300 per \$100,000). The Township would carry basic fire and windstorm insurance, with premiums built into the rent. Insurance for public use of the land (as at present) would be covered by the land rent. The tenant would be required to carry his or her own liability and personal property insurance, with the Township named as an additional insured. An example of this requirement is given at the end of Appendix 33.
  
5. Immediate house repairs are assumed, for the present, to be totally financed by township bonds issued at 2% APR for 20 years.
  
6. No external fundraising, Open Space funds, or recovery of damage costs have been assumed at present. To the extent that these do occur, breakeven rental would be reduced; voluntary contributions and/or in-kind donations would be very helpful.
  
7. Repurposing of the \$60,000 previously slated for demolition is recommended.
  
8. Breakeven rental income needed is based on 11 months average annual occupancy. Longer-term leases would require less monthly rent to achieve break-even results.

**Summary of Projected Breakeven Rentals**

**Scenario I:** Rehab cost \$400,000, no repurposing of \$60,000.

Rental = \$2,562/mo.

**Scenario I a:** Same as I with repurposing of \$60,000.

Rental = \$2,231

**Scenario II:** Rehab cost \$300,000, no repurposing of \$60,000.

Rental = \$2,010

**Scenario II a:** Same as II with repurposing of \$60,000.

Rental = \$1,679

**Scenario III:** Rehab cost \$200,000, no repurposing of \$60,000.

Rental = \$1,458

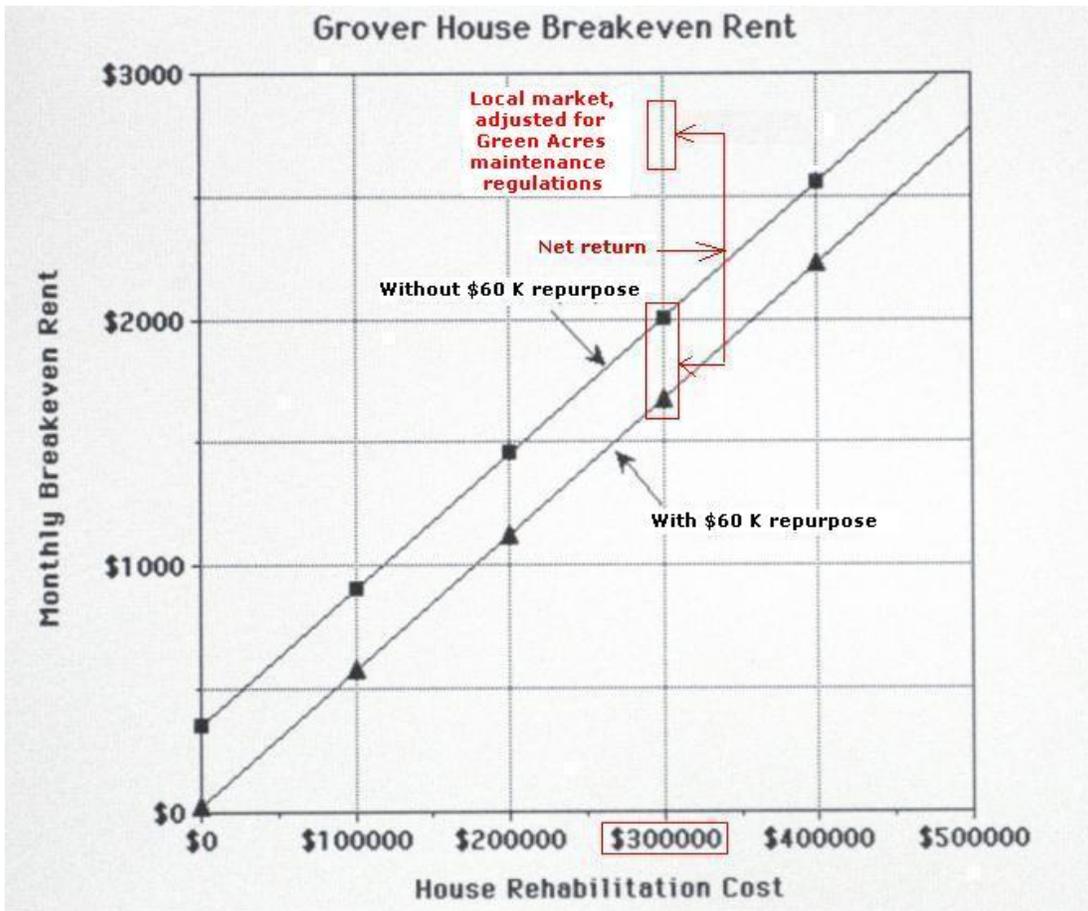
**Scenario III a:** Same as III with repurposing of \$60,000.

Rental = \$1,127

**Comments:** Rents are below prevailing market, as there is no built-in owner profit or property tax. Rents above these amounts would result in a net return to the Township.

A local Realtor has estimated the fair market rental value of the rehabilitated house to be about \$3,000/mo. without the Green Acres maintenance requirements. These additional requirements would somewhat reduce the equivalent fair market value. The actual rental realized would be determined by an open bidding process.

**Acknowledgment:** The spreadsheet that calculated these figures was prepared by James R. Solloway, CFA.



Note: The outlined figure of \$300,000 for rehabilitation cost is a rough estimate. A more detailed estimate will be available later and will be provided to Council at that time.

## CONCLUSION

Our conclusion is that this project is very likely to be a financial success even if financed solely by Township bonds. Apart from this, it would be a major boost for West Windsor's public image, showing that we are interested not only in forging a great future, but also in preserving a wonderful past.

## List of Appendices

1. 1994 Certification of Funds to Purchase Grover Farmstead
2. 1995-05-19 Attorney Letter to West Windsor
3. 2009-02-19 Termination of Life Rights
4. Green Acres Rules & Regulations – Relevant Excerpts
5. Green Acres Clarification of a Caretaker Lease
6. NJ Historical Preservation Office – Township Survey 1988-04
7. Excerpts from Schenck Farmstead Nomination for Historic Status 1997-04-03
8. 1849 Map of Mercer County: Dutch Neck Area
9. Open Space Tax Presentation to Council 2012-08-06
10. Open Space Tax Referendum 2006R
11. Capital Improvement Program Request 2007-03c – Cubberly Barn
12. Capital Improvement Program Request 2007-03d – Stillwell Farm
13. Capital Improvement Program Request 2007-03e – Nierenberg House, Censoni House, Crawford House
14. Capital Improvement Program Request 2010-2c – Grover Farmstead
15. 2010 Capital Budget Summary
16. Bond Ordinance 2010-18
17. Certification of Funds 2012-05-03
18. Email from David Smith to Sam Surtees 2012-05-30
19. Letter from the Historical Society of West Windsor to Sam Surtees 2012-07-01
20. Email from Councilman Maher 2012-07-01 requesting clarification of Historical Society list
21. Transcription Excerpt of Council Meeting 2010-04-30
22. Transcription Excerpt of Council Meeting 2009-02-17
23. ACR36 State Assembly Resolution to Promote New Jersey's 350<sup>th</sup> Anniversary
24. Resolution 2012-R135 to Contract for Demolition of the Grover Site
25. West Windsor Farmland Inventory, August 2010
26. West Windsor Open Space Acquisitions 1994-2001
27. AMBIC Inspection Report: Grover House
28. Photos of the Grover House from the Committee Tour 2012-07-14
29. The Original Grover Farmstead Restoration Committee
30. Photos of Grover Outbuildings taken 2012-12-02
31. Police Report on the Grover House, edited by Township Attorney Michael W. Herbert, Esq.
32. Comments on the Police Report
33. Addendum to a Sample Caretaker Lease for a Residence on Green Acres Encumbered Property

1994 Contract # 59

ORDINANCE 94-25

TOWNSHIP OF WEST WINDSOR  
CERTIFICATION OF FUNDS

I, ADRIAN FANNING, Acting Chief Financial Officer of the Township of West Windsor, do hereby certify as follows:

1. I have examined the Capital accounts of the Township of West Windsor in order to determine if sufficient funds are available for: Acquisition of Land - Grover Farm

The projected cost of which is NOT TO EXCEED \$3,441,000

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

Acquisition of Land - Grover Farm 300-4130-506

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

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

SIGNED AND CERTIFIED BY ME THIS

31st DAY OF August, 1994

Adrian Fanning  
ADRIAN FANNING  
ACTING CHIEF FINANCIAL OFFICER

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

DATE 9/2/94

Eric M. Bernstein  
ERIC M. BERNSTEIN  
TOWNSHIP ATTORNEY

for the acquisition of said real property upon final passage, approval and publication of said Ordinance;

3. This Ordinance is in accordance with M.V.S.A. 40A:12-1 et. seq. of the Local Lands and Buildings Law;

4. All ordinances or part of ordinances which are inconsistent with this Ordinance shall be repealed as their inconsistencies only.

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

INTRODUCTION: July 5, 1994  
PUBLIC HEARING: July 18, 1994  
ADOPTION: July 18, 1994  
MAYOR'S APPROVAL: July 22, 1994  
EFFECTIVE DATE: August 11, 1994

cc/wickford.mh

Appendix 2. 1995-05-19 Attorney Letter to West Windsor

1994 Contract # 59  
ORDINANCES 94-13 + 94-25  
WEINER LESNIAK

FILE COPY

Attorneys at Law  
LINCOLN CENTRE  
299 CHERRY HILL ROAD  
PARLIPPANY, NEW JERSEY 07054-9992  
201-409-1100  
FRESHVILLE 201-409-0010

FILE: ① INSURANCE  
② DEEDS (ORIGINAL)  
③ CONTRACT # 59-94



VIA LAWYER'S SERVICE

May 19, 1995

Mr. Robert W. Bruschi, Business Administrator  
West Windsor Township  
271 Clarksville Road  
Princeton Junction, New Jersey 08550



Re: West Windsor Township/Grover Farm Acquisition  
Our File No.: WW-145

Dear Bob:

I herewith enclose the owner's policy of Title Insurance with regard to the Grover Farms parcel. With the forwarding of this Owner's Policy to you, my file on this matter is complete.

I remind you that care must be taken with regard to the life estate which was created in accordance with the terms of the Contract. At the time when neither LeRoy Grover nor Flora Grover reside at the property, the appropriate documents should be filed or recorded to prove that their life estate is terminated. Otherwise, in the distant future, when the facts are long forgotten, the Township may have a problem in transferring or otherwise utilizing this property.

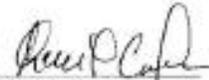
In the event you have any questions or require further information, please do not hesitate to contact me.

Very truly yours,

WEINER LESNIAK

By:   
Louis I. Karp

Chg #198  
DDP lpts

Prepared By:   
Karen L. Cayel, Esq.

**DEED**

**THIS DEED** is dated as of February 19, 2009

**BETWEEN** Florence E. Grover, widow

whose post office address is 348 Village Road East, Princeton Junction, NJ

referred to as the Grantor

**AND** West Windsor Township, a body politic of the State of New Jersey

whose post office address is 271 Clarksville Road, Princeton Junction, NJ.

referred to as the Grantee

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor executes this deed in order to convey and release her life estate as well as any other interest she may have in the property (called the "Property") described below to the Grantee. This transfer is made for the sum of One Dollar (\$1.00). The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1) Municipality of West Windsor Township, Block No. 21.30 Lot Nos. 16 and 16Q on the Tax Map of West Windsor Township, County of Mercer, State of New Jersey.

9 No lot and block or account number is available on the date of this Deed. (Check box if Applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in West Windsor Township, County of Mercer and State of New Jersey. The legal description is:

Being the same property conveyed by LeRoy C. Grover, Jr. And Florence E. Grover, husband and wife, to West Windsor Township, dated January 12, 1995, recorded in Deed Book 2903, Page 291 on January 19, 1995 in the Mercer County Clerk's Office pursuant to which LeRoy C. Grover, Jr. and Florence E. Grover retained a life estate in said property, said estate to terminate upon the earlier of (a) the death of both grantors, (b) upon the voluntary release of the life estate through a quit claim deed or (c) in the event that both grantors are unable to or do not reside in the premises for a period of twelve (12) consecutive months. LeRoy C. Grover, Jr. died on December 20, 2008.

BEGINNING at a capped iron pin set marking the intersection of the westerly right-of-way line of Southfield Road, twenty-five (25) feet as measured at right angles from the centerline thereof, with the northerly right-of-way line of Village Road East, thirty (30) feet as measured at right angles from the centerline thereof, and from said beginning point running thence;

- (1) Along said northerly right-of-way line of Village Road East, the following three (3) courses; North fifty-two degrees, three minutes, nineteen seconds West (N 52° 03' 19" W) ten hundred seventy-eight and forty-two hundredths (1078.42) feet to a capped iron pin set, thence;
- (2) North fifty-two degrees, zero minutes, forty-one seconds West (N 52° 00' 41" W) eleven hundred fourteen and sixty hundredths (1114.60) feet to a capped iron pin set, thence;
- (3) North fifty-one degrees, fifty-nine minutes, thirty-nine seconds West (N 51° 59' 39" W) six hundred thirty-nine and eleven hundredths (639.11) feet to a point in the easterly line of lands of Teddy Grover, et ux, thence;
- (4) Along the last mentioned lands, the following two (2) courses; North seventeen degrees, forty-five minutes, twenty-one seconds East (N 17° 45' 21" E) two hundred sixteen and twenty-two hundredths (216.22) feet to a point, thence;
- (5) North fifty-one degrees, fifty-nine minutes, thirty-nine seconds West (N 51° 59' 39" W) one hundred sixty-three and thirty-six hundredths (163.36) feet to a point in the easterly line of Lot 5, thence;
- (6) Along said Lot 5 and along the rear line of lots fronting on Westminister Drive, North sixteen degrees, fifty-four minutes, five seconds East (N 16° 54' 05" E) nine hundred fifty-six and sixty-nine hundredths (956.69) feet to a point and corner to Lot 158 (Open Space), thence;
- (7) Along said Lot 158 (Open Space) and along Lot 159 (Open Space), South sixty-four degrees, twenty minutes, fifty-five seconds East (S 64° 20' 55" E) eighteen hundred forty and seventy-three hundredths (1840.73) feet to a point and corner to lands of Sky Cranbury, Inc. (Golf Course), thence;
- (8) Along the last mentioned lands, the following two (2) courses; South sixty-three degrees, one minute, forty-five seconds East (S 63° 01' 45" E) three hundred twenty-three and thirty-nine hundredths (323.39) feet to a point, thence;
- (9) South twenty-eight degrees, fifty-eight minutes, fifteen seconds West (S 28° 58' 15" W) four hundred seven and twenty-two hundredths (407.22) feet to a capped iron pin set, thence;
- (10) Continuing along lands of said Sky Cranbury, Inc. (Golf Course) and continuing, South fifty-one degrees, thirty-one minutes, forty-five seconds East (S 51° 31' 45" E) eight hundred ninety-four and thirty-four hundredths (894.34) feet to a capped iron pin set in the aforementioned westerly right-of-way line of Southfield Road, twenty-five (25) feet as measured at right angles from the centerline thereof, thence;

- (11) Along said right-of-way line, the following two (2) courses; along a curve bearing to the left in a southerly direction having a radius of four hundred eight and six hundredths (408.06) feet, an arc length of eighty-five and no hundredths (85.00) feet to a capped iron pin set, thence;
- (12) South twenty degrees, fifty-five minutes, forty-five seconds West (S 20° 55' 45" W) eleven hundred five and seventy hundredths (1105.70) feet to the point and place of BEGINNING.

Containing 88.183 Acres.

The above described premises being subject to a fifty (50) foot wide drainage easement as recorded in Deed Book 751, Page 234.

The above described premises also being known as Lot 16, in Block 21.30, on Sheets 33.01, 33.02, 27.03, 27.04, of the West Windsor Twp. Tax Map.

According to a survey and description by Nassau Surveying, a Division of Van Note-Harvey Associates, P.C., Land Surveyors, 777 Alexander Road, Princeton, NJ, 08540.

Schedule A (continued)



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

GID/REP-3  
 (3-06)

(Please Print or Type)

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

Name(s)  
 Florence E. Grover  
 Current Resident Address:  
 Street: 348 Village Road East  
 City, Town, Post Office State Zip Code  
 Princeton Junction NJ 08550

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)	Lot(s)	Qualifier
21.30	15 and 16Q	
Street Address: 348 Village Road East		
City, Town, Post Office		State Zip Code
Princeton Junction		NJ 08550
Seller's Percentage of Ownership		Consideration Closing Date
Life Estate		\$1.00 2/19/09

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

1.  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.
2.  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.
3.  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.
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 as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6.  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.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or in a conveyer 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.
8.  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.

2/13/09  
 Date  
 Florence E. Grover  
 Signature  
 \_\_\_\_\_  
 Date Signature  
 (Seller: Please Indicate if Power of Attorney or Attorney in Fact)

RTF-1 (Rev. 7/08)  
**MUST SUBMIT IN DUPLICATE**

STATE OF NEW JERSEY  
**AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER**

(Chapter 49, P.L. 1965, 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  
 1113

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

\*Use symbol "C" to indicate that fee is exclusively for county use.

MUNICIPALITY OF PROPERTY LOCATION West Windsor Township

(1) **PARTY OR LEGAL REPRESENTATIVE** (See instructions #3 and #4 on reverse side)

Deponent, Florence E. Grover, being duly sworn according to law upon his/her oath,  
 (Name)  
 deposes and says that he/she is the Grantor in a deed dated 2/19/09 transferring  
 (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
 real property identified as Block number 21.00 Lot number 15 and 16Q located at  
348 Village Road East, Princeton Junction, NJ and annexed thereto.  
 (Street Address, Town)

(2) **CONSIDERATION** \$ 1.00 (See instructions #1 and #5 on reverse side)

(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:**  
 (See instructions #54 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** (See 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. 1969, as amended through C. 65, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.  
 Exemption B (a) Consideration less than \$100.00; and (b) Conveyance of interest is to municipality of the State of New Jersey

(5) **PARTIAL EXEMPTION FROM FEE** (See 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 Fee, Supplemental Fee, and General Purpose Fee, 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. \* (See instruction #9 on reverse side for A or B)  
 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 THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANITOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** (See 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** (See instructions #2, #10 and #12 on reverse side)

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

(7) Deponent makes this Affidavit to induce county clerk or registrar of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 46, P.L. 1965, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 13<sup>th</sup> day of FEBRUARY, 20 09

Miyuki Kaneko  
 MIYUKI KANEKO  
 ATTORNEY AT LAW  
 STATE OF NEW JERSEY

Florence E. Grover Florence E. Grover  
 Signature of Deponent Grantor Name  
348 Village Road East, Pr. Jct. NJ 348 Village Road East, Princeton Jct.  
 Deponent Address Grantor Address at Time of Sale  
XXX-XXX-743  
 Last 3 digits in Grantor's Social Security Number Name/Company of Settlement Officer

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

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION  
 PO BOX 251

TRENTON, NJ 08646-0251

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 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 of Taxation website at: [www.state.nj.us/treasury/taxation/tp/localtax.shtml](http://www.state.nj.us/treasury/taxation/tp/localtax.shtml)

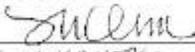
The Property is further described in the attached Legal Description annexed hereto as Schedule A and made a part hereof.

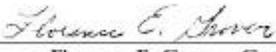
The street address of the Property is: 348 Village Road East, Princeton Junction, NJ

4. **Quit Claim Deed.** This is a quit claim deed. The Grantor makes no promises as to ownership or title, but simply conveys whatever interest Grantor has to the Grantee. By this deed, Grantor terminates and quit claims her life estate in the Property to Grantee.

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

WITNESSED BY:

  
MIYUKI KANEKO

 (Seal)  
Florence E. Grover, Grantor

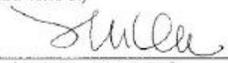
Dated:

STATE OF NEW JERSEY, COUNTY OF SS:

I CERTIFY that on FEBRUARY 13, 2009, **Florence E. Grover**

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act; and,
- (c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

  
MIYUKI KANEKO  
Notary Public, State of New Jersey  
ATTORNEY AT LAW  
STATE OF NEW JERSEY

RECORD AND RETURN TO:  
Karen L. Cayci, Esquire  
Herbert, Van Ness, Cayci & Goodell, P.C.  
22 Chambers Street  
Princeton, New Jersey 08542

In compliance with the statute I have prepared an abstract of the within to the Assessor of the taxing district through individualized.  
PAULA DELLASE  
MEMORANDUM

Appendix 4. Green Acres Rules and Regulations - Relevant Excerpts

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Subchapter 9 Section 1 "Local Government Unit Acquisition Project: Project Agreement, Negotiations for Purchase of Project Site, Supplemental Funding, Disbursements, Loan Repayment, and Accounting and Recordkeeping Requirements"

7:36-9.1

Project agreement

(a) Each Green Acres acquisition project shall have a project agreement, which shall be executed by the local government unit and the Department. The project agreement shall set out the rights and responsibilities of the local government unit and the Department in regards to the acquisition project and shall contain all information identified in (c) below. A declaration shall be attached to the project agreement that includes the local government unit's ROSI and **declares that all of the local government unit's funded and unfunded parkland are subject to the Green Acres restrictions.**

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-----  
Subchapter 25 Section 8 "Construction of buildings on unfunded parkland; Use of buildings on unfunded parkland"

7:36-25.8 Construction of buildings on unfunded parkland; use of buildings on unfunded parkland

- (a) A local government unit shall not construct a building on unfunded parkland unless the building directly supports the use of the parkland for recreation and conservation purposes or is to be used for public indoor recreation as defined at N.J.A.C. 7:36-2.1, and the local government unit complies with the change in use procedures at N.J.A.C. 7:36-25.6 (as applicable).
- (b) A local government unit may use a building that existed on unfunded parkland as of the time of receipt of Green Acres funding as a new community center, recreation center or museum, provided the local government unit or nonprofit complies with the change in use procedures at N.J.A.C. 7:36-25.6.
- (c) A local government unit **may use a building that existed on unfunded parkland as of the time of receipt of Green Acres funding as a caretaker or park employee residence under a lease** or other agreement approved in advance by the Department under N.J.A.C. 7:36-25.13.
-

## Appendix 5 - Green Acres Clarification of a Caretaker Lease

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### West Windsor - Grover Farmstead

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Armstrong, Caroline <Caroline.Armstrong@dep.state.nj.us>  
To: Jonathan Word <jonathan.b.word@gmail.com>

Tue, Oct 2, 2012 at 9:42 AM

Hi Jonathan,

You are correct that N.J.A.C. 7:36-25.8 authorizes a local government unit to use a building on unfunded in existence at the time of receipt of Green Acres funding as a caretaker or park employee residence under a lease or other agreement approved in advance by NJDEP. The lease agreement must comply with the provisions of N.J.A.C. 7:36-25.13, "Leases, use agreements or concession agreements for recreation and conservation purposes on funded or unfunded parkland."

The lease agreement must provide for reasonable public access, provide sufficient compensation (payment, rental, etc.) for allowing the proposed use of the parkland and associated facilities, and sufficiently promote/support recreation or conservation purposes. Note that the local government unit must use rental payments or other compensation for operation, maintenance or capital expenses related to its funded parkland or its recreation program as a whole.

A caretaker's residence is not defined by our rules. However, our rules clearly distinguish between a caretaker and a park employee. Thus, a caretaker need not necessarily be a park employee.

We recently approved a lease agreement for the occupancy of a residential structure on a Green Acres-encumbered property. The lease developed by the Township requires that the tenant, as caretaker, maintain the premises in the condition that existed at the time it was initially leased. In addition, s/he must devote 40 hours per month to the following activities:

- Patrolling the property once a week for safety, vandalism and trash removal
- Posting and maintaining trail markers
- Landscape maintenance and gardening
- Snow removal; removal of fallen branches and debris; etc
- Repairing/painting fences
- Performing other handyman tasks including but not limited to cleaning gutters

The tenant is also required to pay rent, albeit at a reduced rate, to the Township.

I'm sure I could find other examples of lease agreements to share with the Township if/when it decides to enter into such an arrangement and would like to see sample documents. The above is simply an example of what we would consider, though the precise nature of the caretaker's duties and rental payments will likely vary somewhat based on the conditions relevant to each park property.

I hope this is helpful.

Caroline

**From:** Jonathan Word [mailto:jonathan.b.word@gmail.com]  
**Sent:** Thursday, September 27, 2012 5:00 PM

## Appendix 5 – Green Acres Clarification of a Caretaker Lease – Page 2

From:  Armstrong, Caroline [Caroline.Armstrong@dep.state.nj.us]  
To: ssurtees@westwindsortwp.com  
Cc: j.church@mindspring.com  
Subject: caretaker residence - Grover Farm, West Windsor Twp

Sent: Tue 12/18/2012 2:11 PM

Sam,

I wanted to follow up with you and John regarding a caretaker's residence as a potential use of the house on Grover Farm. It is my understanding that the house itself is not being considered as a publicly accessible facility for recreation and conservation purposes. It is also my understanding that under the current lease that the Township has with a farmer to farm the property, the public is allowed to access the property as well, for recreation/conservation purposes.

As you are aware, N.J.A.C. 7:36-25.8 permits the use of a building existing on unfunded parkland as a caretaker residence under a lease or use agreement pursuant to N.J.A.C. 7:36-25.13. Lease and use agreements under this section of the Green Acres rule pertain to arrangements which support or promote the use of parkland or a recreation and conservation facility on the parkland for recreation/conservation purposes. Accordingly, a caretaker residing in the house would be responsible for maintenance of the property for recreation/conservation purposes available to the public.

I hope that provides clarification to any discussions that may ensue.

Feel free to contact me if you have any questions.

Caroline Armstrong  
Compliance Officer, NJDEP Green Acres Program  
Mail Code 501-01  
PO Box 420  
Trenton, NJ 08625-0420  
P. 609-341-2056  
F. 609-984.0608  
[caroline.armstrong@dep.state.nj.us](mailto:caroline.armstrong@dep.state.nj.us)

From:  Armstrong, Caroline [Caroline.Armstrong@dep.state.nj.us]  
To: 'j.church@mindspring.com'  
Cc: ssurtees@westwindsortwp.com; Smith, David  
Subject: RE: A Favor to ask

Sent: Tue 2/12/2013 10:36 AM

Hi John,

I just spoke to Dave and am copying him on this correspondence. A caretaker or park employee residence is permitted under N.J.A.C. 7:36-25.8 (c)3 through a lease agreement that complies with N.J.A.C. 7:36-25.13. As you correctly note below, a caretaker (or park employee) would not only reside in the house, but would also be responsible for maintaining the park property (or a portion thereof). What is not permitted, as indicated in Dave Smith's email of 5/30/2012, is a private residence.

I hope this provides clarification with regard to the Green Acres rules.

Thanks,

Caroline Armstrong  
Compliance Officer, NJDEP Green Acres Program  
Mail Code 501-01  
PO Box 420  
Trenton, NJ 08625-0420  
P. 609-341-2056  
F. 609-984.0608  
[caroline.armstrong@dep.state.nj.us](mailto:caroline.armstrong@dep.state.nj.us)

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF NEW JERSEY HERITAGE  
INDIVIDUAL STRUCTURE SURVEY FORM INVENTORY NO. 1113-I-72

HISTORIC NAME:

OTHER NAMES: Grover Farm

LOCATION: 348 Village Road East

BLOCK/LOT: 21/16

MUNICIPALITY: West Windsor

COUNTY: Mercer

USGS QUAD: Hightstown

UTM REFERENCES:

OWNER/ADDRESS:

DESCRIPTION

Construction Dates: ca. 1878 main block with earlier wing and later barns

Source of Dates: Stylistic evidence, interview with Ernest Campbell, III

Architect/Builder: Unknown

Style:

Form/Plan Type: Center Hall Plan I House

This 5 bay, 2 1/2 story, center hall plan I house features a cross gable with gingerbread trim toward the top of the gable and at the gable ends. Set on a brick foundation, the house is now clad in asbestos siding with 1/1 windows and the Victorian front porch removed. Victorian double doors remain and window openings are original and retain simple wood trim. According to the owner, the ell is an older section. It has 6/6 and 2/2 windows, a bracketed roof cornice, and a partially enclosed Victorian porch.

SITING, BOUNDARY DESCRIPTION, AND RELATED STRUCTURES:

The house is set farm back from the road on land of less than 100 acres which extends to the Southfield Road. Behind the house are three barns. A small 2 story barn with slate roof has a 1 story addition along with eaves end toward the house. Behind this are two large connected barns with asphalt roofs, sliding barn door entrances along both gable and eaves ends and boarded hay doors at the second story. Wall fabric includes vertical planks, a homesote-like material, and asphalt siding on some eaves elevations.

SURROUNDING ENVIRONMENT:

Large lot housing subdivisions are encroaching. This is the westernmost farm in the Village Road East/Southfield Road/Old Trenton Road area.



**1997 NEW JERSEY HISTORIC PRESERVATION AWARDS PROGRAM**

**(SCHENCK HISTORIC FARMSTEAD)**

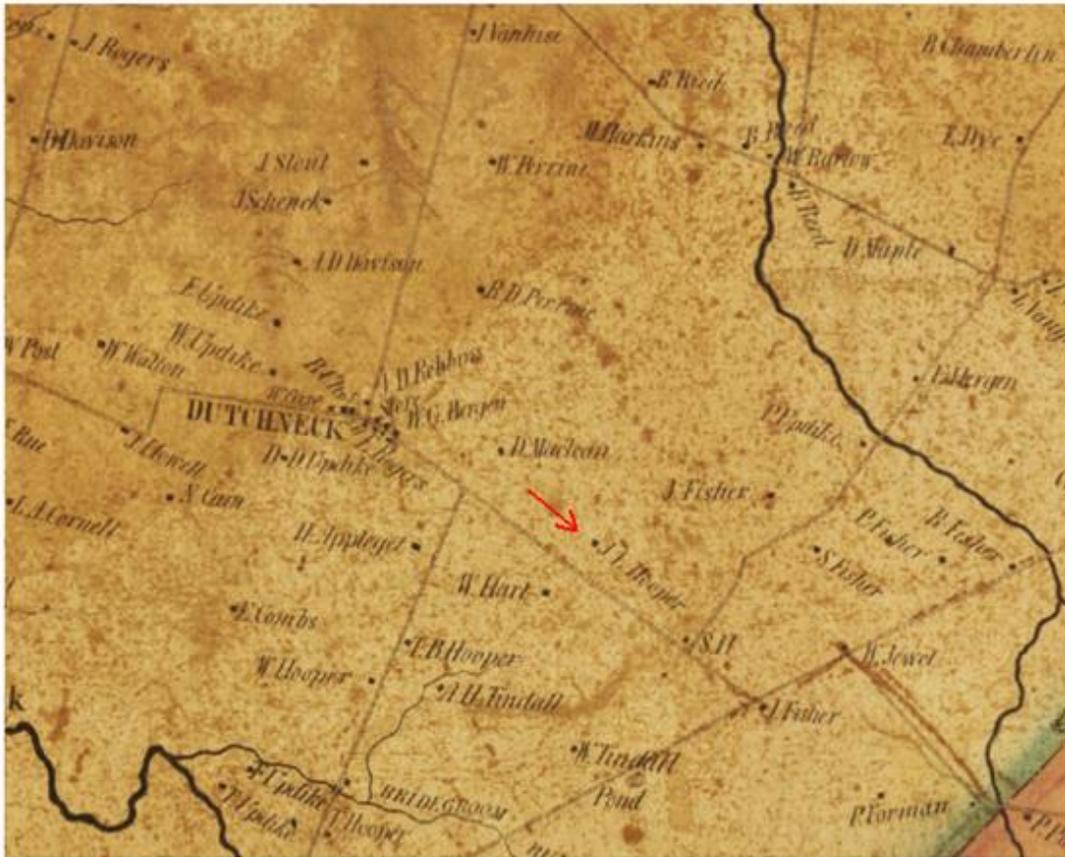
***Why this project deserves recognition***

West Windsor changed in the 1960s from a series of farming villages and hamlets to a suburb, largely composed of housing developments. The population changed from a small population of 3,000, well-known to one another and inter-related with one another, to a population in 1997 of 19,000 made up of people from all over the world. People chose West Windsor because of its convenient location, excellent school system and a quality lifestyle for their families.

With this change, most of West Windsor's older farmhouses and buildings were destroyed. As long-time residents move or pass away, knowledge of the history of West Windsor is being lost.

Restoration of the Schenck House and its accompanying barn and outbuildings will preserve a typical farmstead and bring to life the rural history of the area. In so doing, a bridge will be built between the long-time residents and those newly arrived. It will become a focal point for the community.

Appendix B. 1849 Map of Mercer County depicting the Grover Farmstead, at the time owned by J. L. Hooper. Enlargement of the Dutch Neck area of the map. The farmstead is indicated by the red arrow (added).





# West Windsor Township



## Open Space Tax

## **West Windsor Township History of the Open Space Tax**

Referendum Date	Year Implemented	Rate Assessed	Development/ Maintenance (up to)
5/11/1993	1993	0.01	
11/7/1995	1996	0.02	
11/3/1998	1999	0.07	
11/8/2005	2006	0.05	10.00%
11/7/2006	2007	0.03	25.00%
<b>Proposed for 11/6/2012</b>	<b>2013</b>	<b>0.02</b>	<b>35.00%</b>

## MUNICIPAL OPEN SPACE TAX

2012 (3 CENTS)

\$1,786,428.54 TAX LEVY

UP TO 25% FOR DEVELOPMENT AND MAINTENANCE (\$446,607.13)

2013 (2 CENTS)

\$1,190,952.36 TAX LEVY (ESTIMATED)

UP TO 35% FOR DEVELOPMENT AND MAINTENANCE (\$416,833.33)

---

AVERAGE RESIDENTIAL HOME ASSESSED @ 523,950

2012 (3 CENTS)

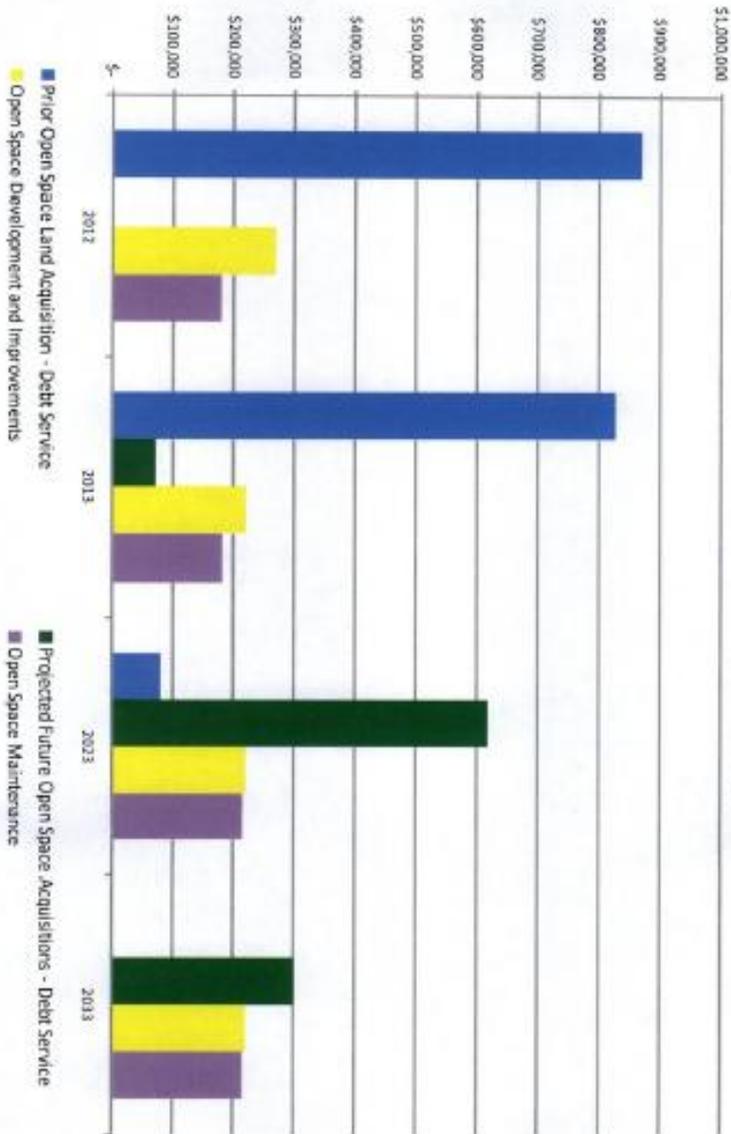
\$157.19 FOR OPEN SPACE TAX

2013 (2 CENTS)

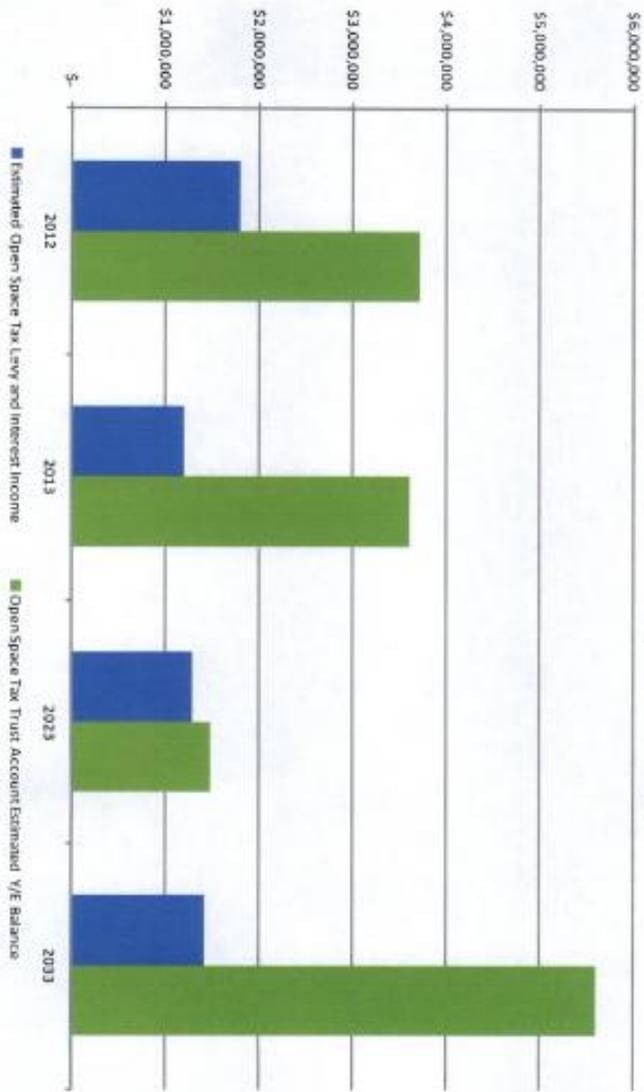
\$104.79 FOR OPEN SPACE TAX

SAVINGS OF \$52.40

## West Windsor Township Open Space Trust Annual Expenditures



## West Windsor Township Open Space Tax Levy/ Trust Account Comparison



R:06/1306

2006-R

**RESOLUTION**

- WHEREAS, by two separate referenda and an initiative, the electorate of the Township of West Windsor approved a 7 cent tax per \$100 of assessed value of real property for the acquisition, development and maintenance of open space in the Township; and
- WHEREAS, the Township of West Windsor was compelled to undertake a revaluation of all real property by the Mercer County Tax Board during 2005 to take effect in 2006; and
- WHEREAS, as a result of the ongoing revaluation, it was anticipated that the average Township property assessment will be approximately doubled, although the exact increase in assessments could not be determined until at least January or February 2006; and
- WHEREAS, the increase in assessed values would result in a corresponding increase in open space taxes, unless there was a reduction in the existing 7 cent open space tax rate; and
- WHEREAS, in August 2005, based on the recommendation of the Township administration, the Township Council of West Windsor believed that it was desirable to adjust the open space tax to avoid an inadvertent increase in open space taxes caused by the aforesaid revaluation, while at the same time maintaining at minimum, the current level of financial support for open space; and
- WHEREAS, based on the best estimates of the Township administration, the Council adopted Resolution 2005-R199 on August 24, 2005 to present a referendum to the West Windsor electorate to reduce the 7-cent open space tax to 5 cents per \$100 of assessed value of real property for the 2006 tax year until a more exact adjustment could be considered in a November, 2006 referendum, based on the completion of the revaluation; and
- WHEREAS, on November 8, 2005, the voters approved the referendum to reduce the open space tax to 5 cents per \$100 of assessed value of real property beginning in the 2006 tax year; and
- WHEREAS, Resolution 2005-R199 and the November 2005 referendum provided that unless there was a further referendum or initiative in November 2006, the open space tax rate would return to 7 cents; and

- WHEREAS, due to a delay in the completion of the Township revaluation, the Township administration was not able to receive the complete results of the revaluation until May 2006; and
- WHEREAS, that revaluation now shows that an equivalent amount of open space funds will be generated at 3 cents per \$100 of assessed value as was generated at 7 cents per \$100 of assessed value, prior to the revaluation; and
- WHEREAS, the Township administration has recommended and the Township Council agrees, that there should be an increase in that portion of the open space levy dedicated to the development and maintenance of open space properties, to correspond with the growth of such properties over the past several years, so as to decrease the impact on the taxpayers who would otherwise have to pay for such development and maintenance through the general budget; and
- WHEREAS, *N.J.S.A. 40:12-15.7d* contemplates adjustments in a previously approved open space levy to reflect changing circumstances, provided those adjustments are approved by a referendum; and
- WHEREAS, any referendum at the next general election on November 7, 2006 must be preceded by the approval of a resolution and the presentation of a ballot question to the County Clerk not later than 74 days prior to such an election, or August 25, 2006.
- NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Township Clerk is hereby authorized to submit the following ballot question and interpretative statement to the Mercer County Clerk for placement on the official ballot for the November 2006 general election:

MUNICIPAL QUESTION NO. 1  
OPEN SPACE REFERENDUM (Binding)

Shall the Township of West Windsor amend the current open space levy of 5 cents per \$100 of assessed value of real property, to 3 cents per \$100 assessment value of real property beginning with the 2007 tax year, for the acquisition, development and maintenance of lands for conservation, farmland preservation and recreation purposes, including related debt service, with a minimum of 75% of such funds devoted to the acquisition of such lands and a maximum of 25% of such funds devoted to the development and maintenance of such lands for conservation and recreation purposes.

INTERPRETATIVE STATEMENT  
OPEN SPACE REFERENDUM (Binding)

A "yes" vote for this referendum will reduce the present municipal open space tax from 5 cents to 3 cents per \$100 of assessed value beginning with the 2007 tax year to approximate the increase in assessments resulting from the property revaluation, which had been imposed on the Township by the County Tax Board. That revaluation resulted in an increase of approximately 2½ times the value of property for taxing purposes which existed at the time the open space tax levy was originally imposed. This reduction in the open space levy is expected to generate at least the same amount of open space funding that existed prior to revaluation. A "yes" vote will result in a reduction in taxes of \$115 for the average residential property, based on the recent revaluation. A "yes" vote will also change the formula for the use of open space funds for the development and maintenance of open space, including parks and recreation areas, from a maximum of 10% of that fund to a maximum of 25% so as to reduce the amount of funds that must be raised for that purpose in the general budget.

Based on the terms of the 2005 referendum, a "no" vote would return the municipal open space tax to the 7 cent level that existed prior to the revaluation or an increase in taxes of \$115 for the average residential property. A "no" vote will also continue to allow only 10% of the open space tax to be used for the development and maintenance of open space properties.

Adopted: \_\_\_\_\_, 2006

I hereby certify this is a true copy of a Resolution adopted by the West Windsor Township Council at its meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2006.

\_\_\_\_\_  
Sharon L. Young, Township Clerk  
West Windsor Township  
(H)www.open-space-referendum-06/06-res/tds

Appendix 11. Capital Improvement Program Request 2007-03c - Cubberly Barn

**TOWNSHIP OF WEST WINDSOR**  
**CAPITAL IMPROVEMENT PROGRAM (CIP) REQUEST FORM**

<b>Submitted By:</b> C. Marion <b>Prepared By:</b> S. Surtees		<b>Department:</b> Administration <b>Division:</b> Facilities Maintenance
<b>Year:</b>	<b>Dollar Amount</b>	<b>Project Title:</b> Cubberly Farm Barn
2007	\$35,000	
2008		
2009		
2010		
2011		<b>Project Location:</b> Old Trenton Road Block 30 Lot 4 Open Space Parcel #18; Farm Parcel B
2012		
<b>Total</b>	\$35,000	
<b>Project Description:</b> Demolish and remove debris of partially collapsed barn which is currently a safety hazard; backfill foundation; remove underground storage tanks.		
<b>Period of Usefulness (NJSA 40A:2-22):</b> 20 years plus		
<b>Anticipated Date of Acquisition/Start Date:</b> Spring 2007		
<b>Grant Funds Available or Other Sources of Funding (Name of grant, amount and grant period):</b> Open Space Trust Fund		
<b>Detailed Justification (By Year) :</b>  During the course of a farm inspection on this Township-owned property, it was noted that the old barn on the property was in a dilapidated state and causing a safety hazard. The owner of the adjoining property at 1611 Old Trenton Road had also filed a complaint with regard to the safety hazard of the existing barn in its current state.  Removal of the barn will most likely reduce the Township's insurance liability for this Township owned farm.		

Appendix 12. Capital Improvement Program Request 2007-03d - Stillwell Farm Barn

**TOWNSHIP OF WEST WINDSOR**  
**CAPITAL IMPROVEMENT PROGRAM (CIP) REQUEST FORM**

<b>Submitted By:</b> C. Marion <b>Prepared By:</b> S. Surtees		<b>Department:</b> Administration <b>Division:</b> Facilities Maintenance
<b>Year:</b>	<b>Dollar Amount</b>	<b>Project Title:</b> Stillwell Farm Barn
2007	\$33,000	
2008		
2009		
2010		
2011		<b>Project Location:</b> Old Trenton Road Block 33 Lot 9 Open Space Parcel #10; Farm Parcel G
2012		
<b>Total</b>	\$33,000	
<b>Project Description:</b> Demolish and remove debris from two story barn which is partially collapsed; remove asbestos shingles and underground storage tanks; fill foundation		
<b>Period of Usefulness (NJSA 40A:2-22):</b> 20 years plus		
<b>Anticipated Date of Acquisition/Start Date:</b> Spring 2007		
<b>Grant Funds Available or Other Sources of Funding (Name of grant, amount and grant period):</b> Open Space Trust Fund		
<b>Detailed Justification (By Year) :</b>  Barn, in its current state, is a safety hazard and has been posted "Do Not Enter"  As with the Cubberly Farm Barn, removal should reduce the Township's liability costs to insure this Township farm.		

Appendix 13. Capital Improvement Program Request 2007-03e - Nierenburg House, Censoni House, Crawford House

**TOWNSHIP OF WEST WINDSOR**  
**CAPITAL IMPROVEMENT PROGRAM (CIP) REQUEST FORM**

<b>Submitted By:</b> C. Marion <b>Prepared By:</b> J. King		<b>Department:</b> Administration <b>Division:</b> Facilities Maintenance
<b>Year:</b>	<b>Dollar Amount</b>	<b>Project Title:</b> Demolition of Structures on Township-Owned Properties  <b>Project Location:</b> Nierenburg House on Rt. 571 Censoni House on Clarksville Road Crawford House on Alexander Road
2007	\$60,000	
2008		
2009		
2010		
2011		
2012		
<b>Total</b>	\$60,000	
<b>Project Description:</b> This capital request includes the cost of demolition and removal of the structures located at the above listed project locations.		
<b>Period of Usefulness (NJSA 40A:2-22):</b> N/A		
<b>Anticipated Date of Acquisition/Start Date:</b> 2007		
<b>Grant Funds Available or Other Sources of Funding (Name of grant, amount and grant period):</b> None		
<b>Detailed Justification (By Year):</b>  The Township authorized and included \$20,000 in the 2005-2010 CIP for demolition of the barn on Conover Road. All of the structures listed at the above project locations are unsafe and/or unsuitable for Township use. Staff recommends demolition of all four (3) structures in 2007-2008.		

Appendix 14. Capital Improvement Program Request 2010-2c - Grover Farmstead

**TOWNSHIP OF WEST WINDSOR**  
**CAPITAL IMPROVEMENT PROGRAM (CIP) REQUEST FORM**

<b>Submitted By:</b> R. Hary <b>Prepared By:</b> J. King		<b>Department:</b> Administration <b>Division:</b> Facilities Maintenance
<b>Year:</b>	<b>Dollar Amount</b>	<b>Project Title:</b> Demolition of Structures on Township-Owned Properties  <b>Project Location:</b> Grover Farm
2010	\$60,000	
2011	0	
2012	0	
2013	0	
2014	0	
2015	0	
<b>Total</b>	<b>\$60,000</b>	
<b>Project Description:</b> This capital request includes the cost of demolition and removal of the structures located at the above listed project locations.		
<b>Period of Usefulness (NJSA 40A:2-22):</b> N/A		
<b>Anticipated Date of Acquisition/Start Date:</b> 2010		
<b>Grant Funds Available or Other Sources of Funding (Name of grant, amount and grant period):</b> None		
<b>Detailed Justification (By Year):</b>  All of the structures listed at the above project locations are unsafe and/or unsuitable for Township use.		

Appendix 15. 2010 Capital Budget Summary

		2010 Capital Budget and 6 Year Capital Project Schedule											
PROJECT NUMBER	PROJECT TITLE	Page Number	2009 Amount	FUNDING AMOUNTS PER BUDGET YEAR									
				2010	2011	2012	2013	2014	2015				
<b>ADMINISTRATION</b>													
(a)	Acquisition of Equipment - Office Computer		150,000	0	0	0	0	0	0	0	0	0	0
(b)	Replacement of Telephone System and Related Items		0	22,000	15,000	10,000	10,000	12,500	16,000	18,000	20,000	20,000	20,000
(c)	Network and Computer Printer and Scanner Replacement		0	47,000	31,000	21,000	18,000	33,400	28,000	47,000	47,000	47,000	47,000
(d)	Computer Workstation and Laptop Replacement		0	10,000	30,000	12,000	8,000	30,000	8,000	8,000	8,000	8,000	8,000
(e)	Portable Hard - HDD Computer Replacement and Projectors		0	60,000	30,000	40,000	36,000	36,000	36,000	40,000	40,000	40,000	40,000
(f)	Network Component Replacement and / or Upgrade		0	90,000	40,000	70,000	105,000	37,000	27,000	27,000	27,000	27,000	27,000
(g)	Network Server Replacement and / or Upgrade		1,410	0	1,200	0	0	0	0	0	0	0	0
	Bonding Costs												
	<b>TOTAL</b>		151,410	179,000	148,200	188,460	188,250	142,900	119,000	140,800	140,800	140,800	140,800
<b>Municipal Facilities and Related Improvements</b>													
(a)	Municipal Administration Building - General Improvements		25,800	35,000	25,800	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
(b)	Community Park Maintenance Yard - Storage Barn Removal and Replacement		0	0	0	0	0	0	0	0	0	0	0
(c)	Police Office - Road and Office Replacement		25,800	0	0	0	0	0	0	0	0	0	0
(d)	Replacement of Senior Center Buxbom		20,000	0	0	0	0	0	0	0	0	0	0
(e)	Signage Improvements		10,000	0	0	0	0	0	0	0	0	0	0
(f)	Green Energy Audit Program		25,000	0	25,000	0	0	0	0	0	0	0	0
(g)	Improvements and Or Demolition of Structures on Township-Owned Properties		0	80,000	80,000	0	0	0	0	0	0	0	0
(h)	Municipal Administration Building - 1997 and 1998 Update Replacement		0	0	0	0	0	0	0	0	0	0	0
(i)	Open Space - Park Improvements - Fully Funded		0	0	0	0	0	0	0	0	0	0	0
(j)	Open Space - Consultant Services - Fully Funded		0	0	0	0	0	0	0	0	0	0	0
(k)	Bonding Costs		1,650	0	785	0	0	0	0	0	0	0	0
	<b>TOTAL</b>		73,850	85,800	85,785	80,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
<b>COMMUNITY DEVELOPMENT - CODE ENFORCEMENT</b>													
(a)	Acquisition of Equipment - Vehicular		35,000	31,000	0	31,000	32,000	33,000	34,000	34,000	34,000	34,000	34,000
(b)	Four Wheel Drive Vehicle Replacement		345	0	0	0	0	0	0	0	0	0	0
(c)	Bonding Costs		23,245	31,800	0	31,000	32,000	33,000	34,000	34,000	34,000	34,000	34,000
	<b>TOTAL</b>		58,590	62,800	31,000	62,000	65,000	66,000	67,000	67,000	67,000	67,000	67,000
<b>COMMUNITY DEVELOPMENT - ENGINEERING</b>													
(a)	Signage and Publication Improvements		200,000	200,000	175,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
(b)	Site Lane Extension Program		200,000	200,000	175,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
(c)	Fireman Extension Program		35,000	35,000	20,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
(d)	Community Improvement Program		0	0	0	0	0	0	0	0	0	0	0
(e)	Submittal Reports - Street Trees		0	0	0	0	0	0	0	0	0	0	0
(f)	Bonding Costs		4,000	0	4,335	0	0	0	0	0	0	0	0
	<b>TOTAL</b>		439,000	465,000	454,335	425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000
<b>Grassroots Improvements</b>													
(a)	Grassroots Improvements		0	0	0	0	0	0	0	0	0	0	0
	<b>TOTAL</b>		0	0	0	0	0	0	0	0	0	0	0

The outlined red boxes show the \$60,000 to be appropriated for demolition of the Grover Farmstead.

ORDINANCE 2010-18

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE TOWNSHIP OF WEST WINDSOR, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$4,722,165 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,497,300 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of West Windsor, in the County of Mercer, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$4,722,165, including \$225,000 expected to be received as grants from the State of New Jersey Department of Transportation (the "State Grants") for the Village Road West Phase I described in Section 3(f), and further including the aggregate sum of \$224,865 as the several down payments for the improvements or purposes required by the Local Bond. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments and in anticipation of receipt of the State Grants, negotiable bonds are hereby authorized to be issued in the principal amount of \$4,497,300 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

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

Purpose	Appropriation and Estimated Cost	Estimated Maximum Amount of Bonds or Notes	Period of Usefulness
a) <u>Administration</u> : Acquisition of various office and computer equipment, consisting of the replacement of a network, computer printer, scanner, workstation, laptop, portable hand-held computer, projectors and the replacement and/or upgrades of the network component and the network server, including all related costs and expenditures incidental thereto and further including all work and materials necessary therefore and incidental thereto.	\$140,280	\$133,600	5 years
b) <u>Administration</u> : Various municipal facilities and related improvements, consisting of general improvements to the Municipal Administration Building, and/or demolition of structures on Township property, including all work and materials necessary therefore and incidental thereto.	\$ 85,785	\$ 81,700	15 years
c) <u>Community Development - Engineering</u> : Bicycle and pedestrian improvements, consisting of the Bike Lane Extension Program and improvements to the sidewalks and crosswalks, including all work and materials necessary therefore and incidental thereto.	\$454,335	\$432,700	10 years
d) <u>Community Development - Engineering</u> : Emergency road and drainage repairs, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefore and incidental thereto.	\$50,400	\$48,000	10 years
e) <u>Community Development - Engineering</u> : The Annual Road Improvement Program, as more fully described on a list on file in the Office of the Clerk, which list is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefore and incidental thereto.	\$757,050	\$721,000	20 years

The material underlined in red refers to the Grover Farmstead, although not specifically stated as such.

Appendix 17. Certification of Funds 2012-05-03

TOWNSHIP OF WEST WINDSOR  
CERTIFICATION OF FUNDS

I, JOANNE R. LOUTH, Chief Financial Officer of the Township of West Windsor, do hereby certify as follows:

1. I have examined the Capital account of the Township of West Windsor in order to determine if sufficient funds are available for Robert T. Winzinger, Inc. for Demolition of Township owned Structures at the Grover Farmstead.

The projected cost of which is not to exceed \$ 60,000.00 .

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

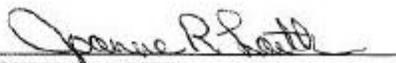
Municipal Facilities/Related Improv. 405-2010-18-002      \$60,000.00

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

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

SIGNED AND CERTIFIED BY ME THIS

3rd, Day of May 2012

  
JOANNE R. LOUTH  
Chief Financial Officer

Appendix 18. Email from David Smith to Sam Surtees 2012-05-30

**Sam Surtees**

---

**From:** Smith, David [David.Smith@dep.state.nj.us]  
**Sent:** Wednesday, May 30, 2012 4:11 PM  
**To:** Sam Surtees  
**Cc:** Jones, Renee  
**Subject:** Grover Farm Farmhouse/West Windsor Township - Email contains a url listed on "bl.spamcop.net"

BLK 21-3047 16

Sam,

Thank you for your phone call today regarding the above subject property.

It is my understanding that this parcel was acquired with municipal open space tax monies and is listed on the Township's Recreation and Open Space Inventory as unfunded parkland.

Renovating the farm building for private residential or commercial purposes would be contrary to Green Acres regulations. Unfunded parkland encumbered by Green Acres rules can only be used for public indoor or outdoor recreation and conservation purposes. Such uses would include an historical museum, community/recreation center, environmental center, recreation office, or an interpretive center for public visitation. Some towns have acquired former agricultural properties and now offer community garden plots to the public and use the existing barn or farmhouse for classes to help educate the public about different types of gardening practices.

If you have other ideas that come to mind or have further questions, please do not hesitate to contact me at this email or by phone at 609-984-0622.

Sincerely,

Dave Smith  
Team Leader  
Bureau of Legal Services & Stewardship

Appendix 19. Letter from The Historical Society of West Windsor to Sam Surtees 2012-07-01

The Historical Society of West Windsor  
Princeton Junction, NJ 08550

To: Sam Surtees  
Land Lease Manager, West Windsor Township

From: Clifford Reed,  
President, West Windsor Township Historical Society

Date: July 1, 2012



The West Windsor Historical Society has removed the following items from the Grover Farm House:

- Attic floor boards, not water damaged
- Second story floor boards, not water damaged
- Bedroom doors and trim
- Baseboard trim
- Full staircase, steps and hand railing
- Some casement windows
- 3 fireplace mantels

At this time, we have provided the above items to Adam Wengren of Adam Restorations Technologies. In return, Mr. Wengren is searching to provide the items listed below which are needed to continue the restoration of the West Windsor Historical Schenck Farmstead.

- Hallway and Stairway interior doors
- Hay Mow and support beams (structure to hold hay)
- Track and items required for the installation and usage of hay mow fork
- Farm and field tools and equipment

Appendix 20. Email from Councilman Maher 2012-07-05

**Sharon Young**

---

**From:** Bryan Maher  
**Sent:** Thursday, July 05, 2012 6:14 PM  
**To:** Gay Huber; Council; Sfhsueh@verizon.net; Joe Pica; Pat Ward; Sam Surtees  
**Cc:** Sharon Young  
**Subject:** RE: Historical Society - List of items removed from the Grover House

It is my understanding from email traffic that I have been seen over the past six weeks that this is not a complete list.

Specifically, where is: 1) the Front Door, 2) the Radiators, 3) the HVAC equipment, and 4) the Windows (and window weights) - all of which I am told (and can see) were taken from the property? I have also been told by Mr. Ted Grover that there were 7 or 8 Mantles, your list states only 3 were taken. Where are the rest?

Also, were any items sold and, if so, what monies were received and how were they accounted for?

Lastly, I am told that Sam Surtees has been relieved of any Grover House duty and was replaced by Pat Ward - who subsequently did NOT go to the first meeting of the committee on the Grover house, chaired by Ms. Geevers and Ms. Samonte. I would like to know why the change and why Ms. Ward did not attend. Since clearly Mr. Surtees would have the most relevant knowledge on this topic, I request that he be put back in charge of the townships representation regarding this project. To not do so seems very peculiar.

Bryan

Appendix 21. Transcription of Council Meeting 2010-04-30

Complete discussion on the Grover Farmstead

When asked for clarification on line item 2010-02(c) on the Capital Budget (the person who asked the question is unidentified):

Business Administrator Hary: "The Grover Farm Property - there are some structures on that property that are in bad shape and need to be demolished."

Appendix 22. Transcription of Council Meeting 2009-02-17

Excerpt of 13.5 minutes of discussion on the Grover Farmstead

Sam Surtees: "So if we decide we don't want to lease the residential structure: I need guidance on if we want to demolish it, or what we want to do [...] We will definitely need a long term plan on what we want to do with the residential structure."

...

Sam Surtees: "To leave a residence vacant it starts deteriorating; as we are well aware with the Nierenburg House [...] You have an increased risk of vandalism, you need someone there to keep an eye on things [...] you know, a leak occurs and if nobody is there to notice it - it gets worse."

**ASSEMBLY CONCURRENT  
RESOLUTION No. 36**

---

**STATE OF NEW JERSEY**  
**214th LEGISLATURE**

PRE-FILED FOR INTRODUCTION IN THE 2010 SESSION

Sponsored by:  
Assemblyman VINCEN J. POLISTINA  
District 2 (Atlantic)

Co-Sponsored by:  
Assemblyman DiCiccio

**SYNOPSIS**

Urges New Jersey Historical Commission to promote New Jersey's 350th anniversary.

**CURRENT VERSION OF TEXT**

Introduced Pending Technical Review by Legislative Counsel



(Sponsorship Updated As Of: 3/23/2010)

ACR36 POLISTINA

2

1 **A CONCURRENT RESOLUTION** urging the New Jersey Historical  
2 Commission to promote New Jersey's 350th anniversary.

3  
4 **WHEREAS**, The year 2014 will mark the 350th anniversary of the  
5 colonization of New Jersey in 1664; and

6 **WHEREAS**, In 1664, the land between the Hudson River and the  
7 Delaware River was ceded to the English, and officially named  
8 New Jersey after the Isle of Jersey in the English Channel; and

9 **WHEREAS**, Since 1664, New Jersey has possessed a rich and  
10 illustrious history, from being the site of over 100 battles fought  
11 during the American Revolution and having two of its cities  
12 temporarily serve as the nation's capital, to aiding African  
13 Americans in their journey from slavery to freedom through the  
14 Underground Railroad and engaging in the mass production of war  
15 materials during World War II; and

16 **WHEREAS**, Today, the "Garden State," a name influenced by its 18th  
17 century agricultural fertility, is the ninth most populated state in the  
18 country, and is a leading industrial state with an economy focused  
19 on manufacturing, research, and tourism; and

20 **WHEREAS**, The distinctive history of the State has contributed to its  
21 originality, and has allowed it to play a unique and vital role in the  
22 United States; and

23 **WHEREAS**, It is fitting and desirable that New Jersey citizens  
24 commemorate the formation of their State, its subsequent history,  
25 and its present and future role in the United States during the 350th  
26 anniversary of the State; and

27 **WHEREAS**, The celebration of New Jersey's 350th anniversary will  
28 provide an appropriate forum for New Jersey citizens to rejoice and  
29 take pride in the fact that New Jersey is their home; and

30 **WHEREAS**, In order for the citizens of New Jersey to be aware of the  
31 State's 350th anniversary and to commemorate the event  
32 accordingly, the New Jersey Historical Commission, in furtherance  
33 of its mission of preserving the historical record of New Jersey and  
34 advancing interest in the State's past, should promote the  
35 momentous occasion; now, therefore,

36  
37 **BE IT RESOLVED** by the General Assembly of the State of New  
38 Jersey (the Senate concurring):

39  
40 1. The New Jersey Historical Commission is respectfully urged  
41 to promote New Jersey's 350th anniversary through the  
42 development, planning, and coordination of events and activities to  
43 effectuate the purpose of promoting New Jersey's 350th  
44 anniversary.

45  
46 2. Duly authenticated copies of this resolution, signed by the  
47 Speaker of the General Assembly and the President of the Senate

ACR36 POLISTINA

3

1 and attested by the Clerk of the General Assembly and Secretary of  
2 the Senate, shall be transmitted to the Chair of the New Jersey  
3 Historical Commission.

4  
5

6 STATEMENT

7

8 This concurrent resolution urges the New Jersey Historical  
9 Commission to promote New Jersey's 350th anniversary, taking  
10 place in 2014. This may be accomplished through the development,  
11 planning, and coordination of events and activities to effectuate the  
12 purpose of promoting New Jersey's 350th anniversary.

13 The distinctive history of New Jersey has contributed to its  
14 originality, and has allowed it to play a unique and vital role in the  
15 United States. In order for the citizens of New Jersey to be aware  
16 of the State's 350th anniversary and to commemorate the event  
17 accordingly, the New Jersey Historical Commission, in furtherance  
18 of its mission of preserving the historical record of New Jersey and  
19 advancing interest in the State's past, should promote the  
20 momentous occasion.

Appendix 24. Resolution 2012-R135 to contract for the demolition of the Grover Site

2012-R135

RESOLUTION

WHEREAS, the Township of West Windsor has determined the need for demolition of the Township Owned Structures at the Grover Farmstead; and

WHEREAS, said contracts were put out to public bid seeking bids for this project, and said bids were opened on April 5, 2012; and

WHEREAS, the Township has received bids from the following bidders:

<u>Contractor</u>	<u>Base Bid</u>
Robert T. Winzinger, Inc.	\$60,000.00
Yannuzzi & Sons, Inc.	\$94,400.00
Grinnell Recycling, Inc.	\$121,000.00

WHEREAS, the Township staff has reviewed all bids and determined that the lowest responsible bid was submitted by Robert T. Winzinger, Inc.; and

WHEREAS, Certification of Funds has been received from the Chief Financial Officer and funds for said contract are available in the following line item appropriation account:

Municipal Facilities/Related Improvements 405 2010 18 002 \$60,000.00

NOW, THEREFORE, BE IT RESOLVED, by the Township of West Windsor that the contract for the Demolition of Township Owned Structures at the Grover Farmstead be awarded to Robert T. Winzinger, Inc., 1704 Marne Highway, Hainesport, NJ 08036, and the Mayor and Clerk are authorized to execute said contract.

NOW BE IT FURTHER RESOLVED, this contract is awarded pursuant to a fair and open process.

Adopted: May 14, 2012

I hereby certify that the above resolution was adopted by the Township Council of the Township of West Windsor at their meeting held on the 14th day of May 2012.

---

Gay M. Huber  
Deputy Township Clerk  
West Windsor Clerk

Appendix 25. West Windsor Farmland Inventory August 2010

Table X-1  
Farmland Inventory

	Official Open Space Acquisition Parcel Number	Location of Farmland	Block & Lot	Total Acreage	
Privately-Owned Preserved Farmland	13*	1201 Old Trenton Road	29/5	57.71	
	14*	Old Trenton Road	29/4.01	24.15	
	16*	1393 Old Trenton Road	29/7 & 11	26.7	
	28*	1240 Windsor Road	32/23	14.31	
	29*	1220 Windsor Road	32/24	34.88	
	30*	1202 Windsor Road	32/1	15.5	
	44	Conover Road	24.07/2.02	10.02	
		<b>7 Farms</b>	<b>Total Acreage =</b>	<b>183.27</b>	
Township-Owned Preserved Farmland	15*	Cubberly and Line Roads	29/3	47.05	
	17*	37 Cubberly Road Rear	29/2.01	29.36	
	18*	1627 Old Trenton Road	30/4	54.16	
	19*	Cubberly Road	30/5	58.37	
	20*	1500 Old Trenton Road	23/42	26.22	
	21*	1550 Old Trenton Road	23/40,57,63	25.74	
	23*	Robbinsville Road	30.03/2	31.91	
		<b>7 Farms</b>	<b>Total Acreage =</b>	<b>272.81</b>	
Township-Owned Preserved Open Space Currently Being Farmed	6*	130 South Lane	33/7	51.00	
	8*	1247 Windsor Road	33/42	15.00	
	9*	1255 Windsor Road	33/38	74.17	
	10*	1771 Old Trenton Road	33/9	107.42	
	11*	Windsor Road	33/18.01,18.02	43.49	
	12*	1309 Windsor Road	33/24.02	28.11	
	22*	Old Trenton & Robbinsville Road	30.03/3	37.40	
	24*	274 Robbinsville Road	32/8	96.22	
	25*	1300 Windsor Road Rear	32/18	8.80	
	26*	1300 Windsor Road Rear	32/5	15.46	
	27*	1262 Windsor Road Rear	32/4.01	19.74	
	31*	129 South Lane	34/5	18.34	
	35	458 Cranbury Road Rear	20/5,5	68.52	
	40	768 Village Road West	15.14/29	33.28	
	41	794 Village Road West	15.14/28	21.43	
	49	794 Village Road West	15.14/52	17.30	
	83	Meadow Road	8/48,22,25	164.02	
	84	Bear Brook Road	9/33	15.20	
	H	1811 Old Trenton Road	33/1.03	81.73	
	L	Southfield Road	28.02/31.01,31.03	46.50	
	W	245 Clarksville Road	93/1	16.71	
	X	348 Village Road East	21.30/16	87.18	
			<b>27 Parcels</b>	<b>Total Acreage =</b>	<b>1067.02</b>
	<b>TOTAL FARMLAND INVENTORY ACREAGE =</b>				<b>1523.10</b>

Grover Farm

\* Parcel is within Mercer County Agricultural Development Area.

Appendix 26. West Windsor Open Space Acquisitions 1994-2001

Grover Farm

Table 2.3 - WEST WINDSOR TOWNSHIP OPEN SPACE ACQUISITIONS, AUGUST 1994 TO APRIL 2, 2001

Supplemental Funding Source	Parcel #	Owner	Location	Block/Lot	Acres (Per Contour)	Type	Acquisition Cost (Does not include soft costs associated with acquisition)	Acquisition Value (Indifference Value)	No. Bonds/Notes Authorized	Land Endorsement Efficacy Value (Indifference Value)	Check Date		
	93	Long Green	58 Village Road	21,5018	97	760	\$3,410,000.00	64,32	81,754	94,135	5,684	11/2/97	
	9	A. Flynn	1255 Groton Road		34,17	760	\$1,200,250.00	96,18	722,596	96,13	65,800,000.00	5,684	11/2/97
	8	Wester Eiding	1247 Groton Road		15	760	\$245,000.00	96,13	822,596	96,13	61,784,000.00	62,568	12/2/96
	1	Amco, LLC	901 Alamo Road	11011530	6,829	760	\$630,000.00	96,11	\$18,679	96,06	640,140,000	31,597	10/2/99
	28,29	S. Jony	1234, 1240 Groton Rd.	232, 22, 23, 24	57	760	\$11,181,100	94,808	\$3,393	90,12	610,000,000	42,900	8/4/00
	84	Meg-Ko, Inc.	802 Road Road	9015	15,1	760	\$680,000.00	96,19	\$18,696	96,06	610,000,000	31,597	12/24/00
	28	Wescom LLC et al	113 N. New Road	154033	27,46	760	\$1,864,120.00	96,18	135,696	96,17	610,000,000	25,669	11/2/00
	48	Charles Truade	798 Village Road	131128	10,28	760	\$420,000.00	96,12	122,009	96,11	640,000,000	22,289	7/2/00
	68	Princeton Ivy	112 N. New Road	181119	15,03	760	\$272,120.00	96,13	123,009	96,11	620,000,000	17,299	7/2/00
	25	Princeton, LLC et al	Market Avenue	901, 21	6	760	\$0.00 (Acquired)	96,04	\$1,400	96,02	629,480,000	2,900	7/1/00
	41,49	John Robson	794 Village Road West	131428, 27	9,13	760	\$490,000.00	96,07	\$1,400	96,02	629,480,000	2,900	12/2/00
	22	East of Front	COJ Towne Rd.; W. Groton Rd. South Lane	34,035	57,4	760	\$490,000.00	96,07	\$1,400	96,02	629,480,000	2,900	12/2/00
	18	Prigby Corp	130700 Front Road	287, 11	24,7	760	\$270,000.00	96,19	\$2,200	96,12	617,420,000	2,590	10/2/00
	31	East Cox	128 Road Lane	145	18,14	760	\$66,000.00	96,11	\$2,000	96,11	617,420,000	2,590	10/2/00
	30	Pratt Brown	200 Cranberry Road	2818	8	760	\$1,341,000.00	96,15	81,200	96,15	611,480,000.00	9,100	10/2/00
	21, 18, 19, 15, 13, 21	Thompson Land	COJ Towne Rd.; W. Groton Rd. South Lane	234825, 234826, 234827, 234828, 234829, 234830, 234831, 234832	208, 24	760	\$1,341,000.00	96,15	81,200	96,15	611,480,000.00	9,100	10/2/00
	21, 30	Manorly	Manorly at New Road	901, 1401, 2022, 2518	23	760	\$4,500,000.00	94,02	21,701	91,42	694,210,000.00	21,200	12/2/00
	18	Pratt Brown	459 Cranberry Road	2825, 6	6,832	760	\$2,300,000.00	96,12	10,800	96,12	617,400,000.00	21,200	12/2/00
	11, 21, 24	Downsack	1247 Village Road	231100, 1802, 23103, 430	6,268	760	\$654,700.00	94,01	21,701	91,42	694,210,000.00	21,200	12/2/00
	12, 20, 20	Herman	1189 & 1290 Groton	232402, 2323, 35	9,124	760	\$699,000.00	94,06	4,901	91,42	660,600,000	4,124	8/20/00
	18, 21	Amco, LLC	COJ Cranberry Road	3115, 19	48,12	760	\$290,000.00	94,18	3,951	91,42	624,000,000	3,200	8/20/00
	28	Princeton of Groton	1390700 Front Road	2342	28,22	760	\$254,000.00	94,08	2,951	91,42	624,000,000	2,900	8/20/00
TOTALS					140,118		\$30,020,400.00				\$29,240,000		

Total cost of acquisition development rights was 173,110.00 Acres from State and County Landmark Preservation Program as of 9/24/01. The minimum purchase price of \$911,480,120.00 will be provided by the State (to be shared) from 9/24/01. Applications pending with the State Agricultural Land Conservation Program amount to approximately 60.53 acres. 13% of cost (approximately \$34.5 million) from State Fund. 5. 8000 Acres from State Agricultural Conservation Grant.



## INSPECTION REPORT



*349 Village Rd. East, West Windsor Twp., NJ*

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**INSPECTED BY:**

*AMBIC Building Inspection Consultants of Southern NJ  
1200 Rt. 130, Robbinsville, NJ 08691  
609-448-1500*

**INSPECTOR:**

*W. David Goldstein  
NJ Home Inspector License No. 24GI00017100  
NJ Building Inspector License No. 0003630*



AMBIC Building Inspection Consultants  
of Southern New Jersey  
1200 Rt. 130, Robbinsville, NJ 08601  
Office (609) 448-1500 Fax (609) 426-1230  
Email: David@ambic.com

September 27, 2012

Grover Homestead Restoration Committee  
c/o West Windsor Township  
271 Clarksville Rd.  
West Windsor, NJ 08550

Re: 349 Village Rd. East, West Windsor, NJ  
File No: 1228S

To Whom It May Concern:

As per the request of the Committee, on August 9, 2012, I inspected the structure of the house at the subject property. The inspection was limited to the visible and accessible areas only. This report should not be construed as a guaranty or warranty either expressed or implied. The following are my findings:

#### Background

The house is a two-story single family dwelling approximately 160 years old. The outbuildings were not inspected at this time. Most of the wiring and heating pipes were removed, possibly due to their value as copper goods and scrap metal. The heating system was also removed, possibly for the same purpose. In addition, the main front staircase and most of the windows were removed. Part of the walls, ceilings and floors in the second floor bedrooms had also been removed. The roof framing was not inspected or evaluated as the attic could not be entered due to the narrow size and location of the access.

#### Observations and Findings

The house appears to have been built in at least two or more additions with the front having been the original portion.

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This report is prepared exclusively for Grover Homestead Restoration Committee



The framing consists of heavy timber wood. A flat-laid 2x8 was installed in the basement as a girder to reinforce the heavy timber joists. The ends are cantilevered and unsupported. A new appropriately sized girder should be properly installed and supported by permanent columns on footings. The cracked joist under the right side porch should be replaced. Based on the condition of the porch framing in general, the entire porch should be rebuilt. The exposed framing in the other areas of the house appears to be satisfactory.

There are multiple crawl spaces and a basement. There is a crawl space under the entire front of the house that appears to be original. The foundation in this area appears to be stone/rubble on the left side and brick on the right side. I was unable to determine the number of wythes used to build this portion of the foundation. The basement foundation is stone/rubble. The left rear addition foundation appears to consist of brick piers with a stone skirting. The right rear foundation appears to have "modern" wood framing and a block foundation. The framing in the crawl space under the right porch appears to rest directly on the ground.

#### Recommendations

The following are my recommendations to reinforce various parts of the structure:

- Reparge and underpin the stone/rubble foundation as needed to prevent further mortar deterioration and undermining. Stone/rubble was commonly used during the early years of construction in this country for foundations due to its availability. The mortar used for bonding is of a sand-like composition and tends to deteriorate over time. Reparging is sometimes needed. Generally, this type of foundation experiences some form of movement due to settlement. However, in most cases, the foundations have "withstood the test of time" and do not need replacement. If the mortar deteriorates to a point that the rubble shows signs of excessive shifting than repairs may be needed.
- Repair the cracked joist under the right porch. The entire porch appears to need replacement.
- Reinforce/underpin the undermined brick pier at the left rear corner.

- Repoint the voids in the brick foundation along the front wall.
- Replace the flat-laid girder as described above.

#### Conclusions

It is my professional opinion within a reasonable degree of certainty based on knowledge of construction and inspections and subject to modification as additional information is made available that the remainder of the structure appears to be in overall satisfactory condition, considering its age. Most of the items needed are common with structures of this age and maintenance neglect.

Thank you for the opportunity to have been of service to you in this matter. If you have any questions, please do not hesitate to contact me. This report is subject to modification as additional information is made available.

Very truly yours,



W. David Goldstein, C.O., I.C.S.  
NJ Building Inspector Lic. No. 003630  
NJ Home Inspector Lic. No. 24GI00017100  
ASHI Certified Inspector No. 000926



## Photographs

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Front elevation



Right side elevation

## Photographs

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Left elevation



Rear elevation

## Photographs

---



"New" framing and block foundation at right rear corner



"New" framing and block foundation at right rear corner

## Photographs

---



Repair cracked joist under right side porch



Main foundation - repara

## Photographs

---



Reparge and reinforce undermined area of main stone foundation



Provide support at cantilevered end of girder in basement

## Photographs

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Possible asbestos containing material on old radiator pipes



Install proper girder with columns and footings

## Photographs

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Electric panel and wiring was removed



Reinforce undermined wall at left rear addition

## Photographs

---



Reinforce undermined wall in left rear addition



Possible mold throughout kitchen

## Photographs

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Brick skirting at right front crawl space



Stone/rubble foundation at left front crawl space





Appendix 29. The Original Grover Farmstead Restoration Committee.



L. to R.: A. Geevers, J. Solloway, L. Geevers (Council liaison), Alok Sharma, K. Samonte (Council liaison), M. Lerner, D. Hepler, J. Church, Aayush Sharma, P. Donovan, D. Goldstein (Inspector), S. Jany (farmland tenant), J. Word, T. Grover, R. Procaccini. Not pictured: P. Weale, R. Conover.

Photo: P. Ward

Appendix 30. Photos of Grover Farm Outbuildings Taken Dec. 2, 2012



Barn 1 and Attached 3-Car Garage



Interior of Barn 1

Photos: J. Church

Appendix 30 (Continued). Photos of Grover Farm Outbuildings.



Open Green Shed



Collapsed Barn 2; Long White Storage Building in Rear

Photos: J. Church

Appendix 30 (Continued). Photos of Grover Farm Outbuildings



Servants' Quarters



Lavatory

Photos: J. Church

Appendix 31. Police Report on the Grover House, edited by Michael W. Herbert Esq., Twp. Attorney

Editor's Note: This document has been converted from its original pdf format to Microsoft Word for inclusion here. Some loss of formatting has unavoidably occurred and a number of typographical errors have been corrected. Otherwise, every effort has been made to insure that it is a complete and faithful copy. The original is a public record.

Appendix 32, following this one, comments upon this report.

## **WEST WINDSOR TOWNSHIP**

IN THE MATTER OF THE GROVER FARMSTEAD, 348 VILLAGE ROAD EAST,  
PRINCETON JUNCTION, NJ Block 21.30, Lot 16

### **REPORT OF WEST WINDSOR TOWNSHIP ATTORNEY**

This office serves as the attorney for West Windsor Township. As such, we were given the task of determining what happened to items removed from inside the Grover's Farm homestead from the beginning of 2012 to the present. The investigation began on June 30, 2012 and was pursued until early August, when possible acts of criminal conduct came to light, and an allegation was made by a member of the public that the Attorney General's office was reviewing this matter. The investigation was then suspended. A determination was then made that this was a false report and that the Attorney General's office was not investigating this matter. The Mercer County Prosecutor's office was then consulted and they allowed the municipal investigation to continue. In September of 2012, this office then requested assistance from the West Windsor Township Police Chief Joseph M. Pica, Jr. and the investigation was completed in December of 2012.

Chief Pica assigned the investigation to Detective Mark P. Lee, who began his investigation in conjunction with this office on September 24, 2012. Detective Lee has produced a 25-page exhaustive Criminal Investigation Report that is not a public document, but has been reviewed by the Township's Mayor, Business Administrator, Council members and Township Attorney and is held by the Clerk's office. A determination has been made by the Mercer County Prosecutor that the document cannot be disclosed to the public because it is of a criminal investigatory nature, pursuant to *N.J.S.A. 47:1A-1.1*. However, this Report of the Township's Attorney reflects the findings of the 25-page Investigation Report of Detective Lee as well as this office's findings. (It should be noted that Detective Lee's work in this matter was exemplary and he should be commended for his work.)

The conclusion of this Attorney's Report is that the Grover's farmhouse was scheduled by the Administration for demolition for two years' prior to May of 2012 as was stated in the capital budgets presented to and approved by Council. The Grover's Farm House is not historically significant, but does have some emotional attachment for the community. The determination that demolition should be carried out was done by the Township Administration after observing the condition of the property once it had been vacated by the property's owner Mrs. Grover. After this determination, items were removed by the Historical Society in early 2012 for the upgrade of the Schenck Farm Museum. Items were also removed by the Grover family for their own use. Other metal items were removed improperly for scrap. Also, due to the fact that the property was being prepared for demolition, the house was used by Township Police for training. As stated above, items were removed from the house for use by the West

Windsor Township Historical Society in their restoration of the Schenck Farm through an oral barter agreement with a restoration/antique dealer, Restoration Technologies, which currently is in possession of the windows, doors, banister and mantel pieces, which have an estimated value of under \$10,000.

It should be noted that the Grover family was given permission to remove any items they wanted from the property prior to demolition and did remove some items. The items were removed by the Historical Society were done so pursuant to an oral agreement with the Township Administrator and staff. Items include windows, doors, mantel pieces and a banister. Several metal items were removed without the permission of the Township Administration by a member of the public, who is not a member of the Historical Society for personal purposes. These items include certain metal pieces, including a furnace, that were eventually scrapped for a total monetary amount of under \$100. Other metal items including copper pipe were also removed from the property by unknown persons, most likely used for scrap. While these actions in removing metal items from the property were conduct of a criminal nature, it was determined by the Mercer County Prosecutor's office that no criminal complaint would be filed.

The following is derived from both this investigation and the criminal investigation of Detective Lee.

### **DOCUMENTS REVIEWED**

1. The following documents were reviewed during the preparation of this Report and the Police Report:

- a. Letter from Township Clerk Barbara Evans to Donald Driggers, Esq. dated August 19, 1994 regarding purchase of the Grover's Farm.
- b. April 28, 1994 article in The Chronicle: "Council puts \$3.78 million Grover Farm purchase on table"
- c. Ordinance No. 94-25 passed by the Township of West Windsor.
- d. Various insurance and deed documents related to the farm from the period 1994-2002
- e. Affidavit of Title, Deed of Sale, dated January 12, 1995
- f. November 19, 1996 Certificate of Occupancy for Grover Farm
- g. February 28, 2008 letter from Sam Surtees enclosing Form BWA-009 and Annual Water Use Report
- h. Fax from Sam Surtees to Michael Herbert re: Leasing of Barn Structures at Grover Farm, dated January 5, 2009
- i. Fax from Sam Surtees detailing Insurance Coverage of Grover Farm House and Out Structures, dated January 12, 2009.
- j. Letter from Sam Surtees dated February 10, 2009 with attached Draft Residential Lease Agreement for Grover Farm House, prepared by Karen Cayci.
- k. Quit Claim Deed from Florence Grover to West Windsor Township, dated February 19, 2009.
  - i. Police report dated January 8, 2012. Persons involved:
    - ii. W. Windsor Township Mayor Shing-Fu Hsueh A/M.
    - iii. W. Windsor Township Chief Financial Officer Joanne Louth.
    - iv. W. Windsor Township Clerk Sharon Young.
    - v. W. Windsor Public Works Director Alex Drummond.
    - vi. W. Windsor Public Works Division of Sewer Maintenance Jamie Taylor.

- vii. W. Windsor Township Public Works Division of Facilities & Open Space  
John Oliver
- viii. W. Windsor Township Business Administrator January 1, 2009 June 30, 2009 Christopher Marion.
- 1. Vietnam Veterans Memorial Virtual Wall of Thomas Roy Grover KIA February 2, 1969.
- m. 20 Pages of documents related to Ordinance 94-25 Adopted July 18, 1994.
- n. DVDs (#1-#3) Capturing February 17, 2009 West Windsor Township Council Agenda Session.
- o. 24 Pages of Capital Budget Ordinance 2010-18 Adopted September 20, 2010.
- p. 10 Pages of documents related to Resolution 2011-R098 (leases) Adopted on May 9, 2011.
- q. 13 Pages of PSE&G Service Removal Documents from "Jack" King (first ated October 20, 2011).
- r. 13 Photographs from Assistant Engineer Brian Aronson dated February 6, 2012.
- s. Copy of Scarpati Recycling Receipt #103012 on February 9, 2012 for \$33.00.
- t. Copy of Scarpati Recycling Receipt #103133 on February 10, 2012 for \$79.20.
- u. Copy of Scarpati Recycling Receipt #103234 on February 15, 2012 for \$22.00.
- v. 2 Photographs of West Windsor Telesquirt at Grover Farmstead on February 22, 2012.
- w. Williams Builder Invoice #2514 for Robin Grover (work performed February 22, 2012).
- x. Photocopy of Affidavit of Publication by West Windsor Township Bids for Demolition in The Times March 16, 2012.
- y. Photocopy of e-mail exchange between Robin Grover, Williams Builder, and Sam Surtees.
- z. 111 Pages of "West Windsor Township Bid Document."
- aa. Memo to Francis A. Guzik from Aronson dated April 18, 2012 in regards to Bid Review.
- bb. DVD Capturing May 14, 2012 West Windsor Township Council Meeting.
- cc. West Windsor DPW May 16, 2012 Work Order, 1 Page.
- dd. Appendix 20, E-mail from David Smith, Department of Environmental Protection to Sam Surtees May 30, 2012 and copy of Appendix 4.
- ee. West Windsor DPW June 13, 2012 Work Order, 4 Pages.
- ff. 18 Digital Photographs submitted by Alex Drummond Director of West Windsor DPW with Work Orders.
- gg. 20 Photographs "undated" found to be taken on June 13, 2012.
- hh. Photocopy of May 24, 2012 The Historical Society of West Windsor letter.
- ii. Copy of Inventory List supplied by the Historical Society dated July 2, 2012.
- jj. 8 Photographs from Brian Aronson dated February 21, 2012.
- kk. Copy of The Historical Society of West Windsor Membership Application.
- ll. DVD Capturing May 29, 2012 West Windsor Township Council Meeting.
- mm. DVD Capturing October 1, 2012 West Windsor Township Council Meeting.
- nn. 68 Digital Photographs taken by Del. Sgt. Brian Gallant of the Grover Farmstead October 2, 2012.
- oo. 2 Pages E-mail Caroline Armstrong, Department of Environmental Protection to Jonathan Word Green Acres Clarification October 2, 2012.
- pp. 2 Pieces of wooden plinths from Grover Farmhouse, turned in by a member of the public on October 3, 2012.
- qq. 2 Pieces of slate roof shingles from Grover Farm bam, turned in by a member of the public on October 3, 2012.
- rr. 16"x20" Photographs from inside of Grover Farmhouse, turned in by a member of the public on October 3, 2012.

- ss. A piece of wood trim from Grover Farmhouse, turned in by a member of the public on October 3, 2012.
- tt. Restoration Technologies of New Jersey, LLC "List of salvaged materials" dated October 5, 2012.
- uu. Key to Grover Farmhouse, turned in by Sgt. Matthew Kemp on October 11, 2012.
- vv. Restoration Technologies of New Jersey, LLC re: "Grover farm" updated list on October 16, 2012.
- ww. Photocopy of Title 40A:11-23 Advertisements for bids on November 6, 2012.
- xx. Photocopy of www.westwindsornj.org Public Bids & RFP's on November 6, 2012.
- yy. 2 Pages "June 23, 2009 Inventory List & notes" from West Windsor Senior Center on November 8, 2012.
- zz. 7 Pages of Residential Lease Agreement draft with "November 8, 2012 Memorandum" e-mail.
- aaa. 20 Digital Photographs taken of the Restoration Technologies' property on November 12, 2012.
- bbb. 12 Pages of e-mail attachment dated November 25, 2012 received November 30, 2012 at 1636 hours.
- ccc. Various West Windsor Plainsboro News articles including those dated May 25, 2012, June 8, 2012, June 22, 2012, July 20, 2012, and October 7, 2012.

## 2. Persons Interviewed for both Reports:

- a. W. Windsor Township Business Administrator July 1, 2009-July 1, 2012 ("Acting 7/1/09-8/31/09") Robert "Bob" Hary.
- b. W. Windsor Township "Acting" Business Administrator July 1, 2012-July 8, 2012 Chief Joseph Pica, Jr.
- c. W. Windsor Township Business Administrator July 8, 2012 – Current Marlina Schmid.
- d. W. Windsor Township Division of Emergency Services James Yates
- e. W. Windsor Township Dept. of Community Development Mary "Pat" P. Ward W/F.
- f. W. Windsor Township Division of Engineering Assistant Manager Brian Aronson W/M.
- g. W. Windsor Township Department of Land Use Sam Surtees.
- h. W. Windsor Township Division of Building Maintenance John R. "Jack" King.
- i. W. Windsor Township Assistant Chief Financial Officer John Mauder.
- j. W. Windsor Township Purchasing Janis DiNatale.
- k. W. Windsor Township Division of Code Enforcement John Villari.
- l. W. Windsor Township Senior Center Administrative Assistant Deborah A. Denaro.
- m. W. Windsor Township Senior Center Director Donna Fucetola.
- n. W. Windsor Township Senior Center Former Director Lynn Thornton.
- o. W. Windsor Arts Council Executive Director (retiring December, 2012) Eduardo Garcia.
- p. Peter Bisgaier, Former Technical Director/Consultant for West Windsor Arts Council. Provided Garcia with additional information into furniture stored at Grover Farmstead.
- q. W. Windsor Volunteer Fire Company No. 1 Chief Richard E. "Dick" Glover.
- r. W. Windsor Township Attorney Michael W. Herbert, Esq., c/o Herbert, Van Ness, Cayci & Goodell, P.C., 3131 Princeton Pike, Bldg. 4, Suite 114, Lawrenceville, New Jersey 08648 (609) 924-2495 Office.
- s. W. Windsor Township Council Member George Borek.
- t. W. Windsor Township Council Member/Grover Farm Restoration Committee Liaison Linda Geevers.

u. W. Windsor Township Council Member/Grover Farm Restoration Committee Liaison Kristina Samonte.

v. Rocco "Rocky" N. Procaccini, Chairman of Grover Farm Restoration Committee.

w. Peter Wea1e, Vice Chairman of Grover Farm Restoration Committee.

x. Deborah W. Hepler, Recording Secretary Grover Farm Restoration Committee.

y. Anthony "Tony" Mangone, Owner of Mangone Construction.

z. Kevin Tindall, Owner of Tindall & Ranson Plumbing and Heating, 808 Alexander Road, Princeton, New Jersey 08540.

aa. Kay Reed, Treasurer Historical Society of West Windsor.

bb. Clifford Reed, President of Historical Society of West.

cc. Keith Reed, Son of Kay and Clifford Reed.

dd. Kyle T. Reed, Son of Keith Reed (Grandson of Kay and Clifford Reed).

ee. Revor J. LePrevost, Historical Society of West Windsor Member.

ff. Ronald Rogers, c/o Williams Builder Estimator.

gg. Adam Wengryn, Owner of Restoration Technologies, LLC, 118 Pequest Drive, Belvidere, New Jersey 07823.

hh. Mary Wengryn, Wife of Adam Wengryn.

ii. Florence Grover.

jj. Ted Grover, Son of "Pete" and Florence Grover.

kk. Robin W. Grover, Son of "Pete" and Florence Grover.

ll. Steven R. Jany, Leases Farmland and lessee to Grover Farm Barn through 2016.

mm. Joseph DeSandre, Sublets farmland from Jany.

nn. Everett Brothers, LLC, Lease Grover Farm Barn from West Windsor Township through 2016.

oo. Lt. Robert Garofalo, #311, West Windsor Police Department.

pp. Det. Lt. Brian Melnick, #312, West Windsor Police Department.

qq. Sgt. Patrick O'Brian, #425 West Windsor Police Department, Contacted "Jack" King via telephone.

rr. Det. Sgt. Brian Gallant, #426, West Windsor Police Department.

ss. Sgt. Thomas Moody, #428, West Windsor Police Department (Former K-9 Handler).

tt. Sgt. Matthew Kemp, #429, West Windsor Police Department, TAC Commander.

uu. Sgt. Brian Geraghty, #432, West Windsor Police Department, TAC Member.

vv. Det. Robert Pow, #558, West Windsor Police Department, TAC Member.

ww. Det. Steven Skwierawski, #565, West Windsor Police Department, TAC Member.

xx. Ptl. Cecil Zacheis, #566, West Windsor Police Department, TAC Member.

yy. Ptl. Danny Mohr, #571, West Windsor Police Department, TAC Member.

zz. Ptl. Anthony Magistro, #573, West Windsor Police Department, TAC Member.

aaa. Ptl. Lee Brodowski, #579, West Windsor Police Department, TAC Member.

bbb. Ptl. Michael Pitts, #581, West Windsor Police Department, TAC Member.

ccc. Ptl. Nathan Cuomo, #582, West Windsor Police Department, TAC Member.

ddd. Ptl. Douglas Montgomery, #569, West Windsor Police Department, Backup Officer for Incident #2012-766.

eee. K-9 Officer Chernob, West Windsor Police Department, Backup Officer for Incident #2012-766.

fff. Ptl. Justin Insalaco, #588, West Windsor Police Department, Investigating Officer for Incident #2012-766.

ggg. Del. Jeffrey Lai, #570, West Windsor Police Department, Backup Officer for Incident #2012-4784.

hhh. Ptl. Michael Bollentin, #578, West Windsor Police Department, Backup Officer for Incident #2012-4784.

iii. Ptl. M. Nemes, #173, Ewing Township Police Department, Conducted K-9 Training with Sgt. Moody on 12/30/2010.

jjj. First Assistant Prosecutor Angelo Onofri, Mercer County Prosecutor's Office.  
kkk. Assistant Prosecutor Doris Galuchie, Mercer County Prosecutor's Office.  
lll. Assistant Prosecutor (Economic Crimes) James Scott, Mercer County Prosecutor's Office.  
mmm. John G. Scarpati, II, c/o Scarpati's Recycling, 1300 New York Avenue, Trenton, New Jersey 08638.  
nnn. Darryl Lewis, c/o HomeFront (Warehouse Supervisor), 1880 Princeton Avenue #3, Lawrence, New Jersey 08648.  
ooo. Patrick Creelman, c/o Winzinger Incorporated. Submitted the winning bid for his company, 1704 Marne Highway, Hainesport, New Jersey 08036.

## HISTORY OF THE GROVER FARM HOMESTEAD

1. Approximately 1953: LeRoy C. Grover, Sr. dies. LeRoy C. "Pete" Grover, Jr. moved his family from Grover's Mill Road farm house to the "Dutch Neck" farm located at 348 Village Road.
2. February 2, 1969: Thomas Roy Grover (born August 22, 1946) the eldest of three sons, is killed serving in Vietnam - Specialist Four D Co, 2<sup>nd</sup> BN, 3<sup>rd</sup> Infantry, 199th Infantry DBE, USARV Army of the United States.
3. February 4, 1993: LeRoy C. Grover Jr. and Florence Grover take possession of Grover's Farm property.
4. July 18, 1994: West Windsor Township Council adopts Ordinance 94-25, authorizing the \$3,441,000.00 purchase price for 348 Village Road (\$37,000.00 per acre for 93 acres) from LeRoy "Pete" Grover, Jr. and Florence E. Grover and an agreement for sale of real estate between West Windsor Township and the Grovers. The Ordinance is effective August 11, 1994 and includes deposit of \$50,000 to the Grovers.
5. January 12, 1995: West Windsor purchases the Grover farmstead for \$3.78 million and gives LeRoy C. Grover Jr. and Florence Grover the right to live there for their lifetime or until they voluntarily leave the property.
  - a. Property was purchased with municipal open space tax monies and is listed on the Township's Recreation and Open Space Inventory as unfunded parkland. *Because of this designation, the farm buildings cannot be used for private residential or commercial purposes after the Grover life rights are terminated. The property can only be used for public indoor or outdoor recreation and conservation purposes. Such uses would include a historical museum, community/recreation center, environmental center, recreation office or an interpretive center for public visitation*, according to Green Acres regulations <sup>1</sup> [footnote is at top of next page – ed.] [emphasis in original] [see comments in Appendix 32]]
  - b. After this point, insurance for the property is in the Township's name based on the July 1994 agreement between the Township and the Grovers.
  - c. In the period after West Windsor Township purchases the land, it is leased back to LeRoy Grover to use for farming.
6. January 19, 1995: The property Deed was recorded at County of Mercer (Deed Book 2901, Page 291) for Lot 16 and 16Q in Block 21.30 as shown on official Tax Map of the Township of West Windsor, County of Mercer and State of New Jersey

<sup>1</sup>The relevant statute (N.J.S.A. 40: 12-16) defines "open space" as follows: "land or water areas to be retained in a largely natural or undeveloped state, for purposes of, among other things, providing park land or green spaces, protecting wildlife, or protecting and preserving areas of scenic, historic and cultural value, while at the same time affording, whenever practicable, public outdoor recreational opportunities for the County's (municipality's) residence. "Open space" may include a recreational area such as a golf course if the acquisition subserves the objective of this Act to protecting a largely undeveloped area from future development."

covering the purchase by West Windsor Township for the 88.183 acre Grover Farmstead (348 Village Road) from LeRoy and Florence Grover, for \$3,262,771.00, while establishing "Life Rights" to the Grovers.

7. 2000/2001: Nini Construction builds garage attached to red barn at Grover Farmstead for the Grovers (unknown exact date; information provided by Joseph Villari).

8. December 20, 2008: LeRoy "Pete" Grover, Jr. (Thomas, Ted, and Robin's father) dies.

9. On February 13, 2009, Florence Grover vacates the house, extinguishing her life rights to the homestead. In response to discussions about potentially leasing the property, Karen Cayci, Esq., Township Attorney, drafts a sample lease.

10. February 17, 2009: At a West Windsor Township Council meeting, Sam Surtees advises that the "Life Rights" had been extinguished by Florence Grover. At that time, a discussion ensues during the meeting about the possibility of leasing the house with a potential draft being created by Michael J. Herbert, Esq.'s office. However, due to the condition of the house and the needed upgrades, no lease was ever pursued by the Administration.

11. February 23, 2009: The Mercer County Clerk's office returns to Herbert, Van Ness, Cayci & Goodell the Deed Book 05987, Page 0488, Control No. 200902230279, that was prepared by Karen L. Cayci, Esq., the Transfer of Ownership (convey and release her life estate as well as any other interest she may have in the property) for \$1.00 between Florence E. Grover Widow) and West Windsor Township for Block 21.30, Lot 16 and 16Q on the Tax Map of West Windsor Township, County of Mercer, State of New Jersey.

12. July 1 2009: Robert "Bob" Hary is named "Acting Business Administrator" taking over the position from Christopher Marion.

13. August 31, 2009: Hary is sworn in as Business Administrator after a vote during West Windsor Township Council meeting.

14. Early Fall, 2009: The Administration tours the inside of the Grover Farm House and unilaterally decides that it would cost significant money to bring the house up to code for leasing and should be demolished.

15. Early Fall, 2009: The Administration provides verbal permission to the Township Police to train with K-9 Edy at the Grover Farm House.

16. October 8, 2009: The Police train at the Grover Farm House.

17. April 30, 2010: At a Township Council meeting, Council inquired about the demolition of the structures on the Grover's Mill Farm, the replacement of the vehicles for energy efficient vehicles, and the outsourcing of public land maintenance or utilizing a shared service agreement with another Township.

18. August 16, 2010-2010-02(c): The Capital Budget is introduced (including "d." where it specifically earmarked \$60,000.00 for Grover Farmstead demolition). The Public Hearing and Adoption was on September 20, 2010. Effective Date: October 11, 2010.

19. December 30, 2010: The Police conducts final K-9 training at Grover Farm House.

20. January 10, 2011: West Windsor Township Police Department TAC Team conducts final training at Grover Farm House.

21. May 9, 2011: Resolution 2011-R098 was adopted by Township Council (includes leases of Grover Farm barns/acreage to The Everett Brothers LLC and Steven Jany, until 2016.

22. October 24, 2011: In preparation for demolition, Administration files PSE&G Service Removal Request Form requesting to terminate all utilities to the Grover Farmstead.

23. January 1, 2012: Councilman Brian Maher and Councilwoman Kristina Samonte are sworn in to West Windsor Township Council.

24. January 8, 2012: Ted Grover makes call to police about open rear door at Grover Farm. Police investigate and find that someone broke the glass of the back door to enter the farmhouse. Police do not find anything of evidential value. The building is then boarded up.

25. January, 2012: The Administration informs the Historical Society that the farmhouse will be demolished. The Historical Society is given permission to remove any items of historical significance from the house.

26. January 18, 2012: The Grover family requests access to the house before it is demolished and removes at least one item. The Administration indicates that the Grovers will give [get? – ed.] priority over the Historical Society.

27. January 23, 2012: The Grover family express disappointment that the farmhouse was "stripped" without notifying them. They ask to take one or two of the mantles that had been in the farmhouse, but the Administration informs them that they have already been exchanged for other items and are no longer available.

28. In early 2012, Restoration Technologies of New Jersey takes several items from the farmhouse with the permission of the Historical Society. The Historical Society has a longstanding relationship with this Company to barter items in exchange for other antiques. A list of the items removed is contained in the "Findings" section of this report.

29. Also in the first week of February, 2012, the Historical Society moves furniture from the house and arranges for its donation to HomeFront.

30. On three separate occasions in February 2012, the furnace and other metal items are sold by a member of the public to Scarpati's Recycling for a total of \$134.20.
31. February 6, 2012: Pictures of the exterior of the house are taken pending bids for demolition being accepted.
32. February 10, 2012: HomeFront picks up (3) dressers, a sofa, and chairs from the Historical Society at 348 Village Road at approximately 1400 hours.
33. February 14, 2012: During an unrelated undercover operation, members of the public are observed at the Grover Farm House by Sgt. Moody. They advise Sgt. Moody that the Historical Society of West Windsor had West Windsor Township's permission to "scrap" metal from inside the structure for usage at the Schenck Homestead. Sgt. Moody observed several cut sections of iron pipe lying on the grass along the driveway.
34. February 21, 2012: Additional photographs at the Grover Farmstead are taken by the Administration.
35. February 22, 2012: The Grover family removes floorboards from a bedroom. EMS has career staff remove handmade weathervane from the red barn for the Grover family.
36. March 14, 2012: The Administration places advertisement (starting March 16, 2012) in The Times requesting bids for demolition of the Grover Farm Homestead. Three bids are submitted.
37. On April 5, 2012, Winzinger, Inc. is selected for the demolition of the Grover farmstead as the lowest bidder at \$60,000.
38. May 14, 2012: West Windsor Township Council decides not to authorize the contract for demolition by deferring the vote on Resolution R138, after first learning about the demolition plan.
39. May 15, 2012: Township residents who are members of the Grover Homestead Committee enter illegally into the Grover Farmstead. The (3) residents find the residence unsecured and ventured inside. They removed several items (small pieces of trim/handturned,) to be later used as "props" at the May 29, 2012 Township Council meeting. Photographs of the residence's interior and the disarray it was found in are taken.
40. May 16, 2012: West Windsor Township Public Works places plywood onto Grover Farm House.
41. May 29, 2012: At a Town Council meeting, demolition of the farm is again postponed. The Administration states [it] is not gutting the property with the intention of making it available to the Department of Public Works, saying that it would never allow the property to be considered for such use. West Windsor Township Construction Code Official goes to the Grover Farmstead and determines that there are "Unsafe Structures" on the property, including the house. West Windsor Township Council again refuses to adopt Resolution R138. The Administration provides the audience with a time line of Grover Farmstead events.

42. May 30, 2012: An e-mail is sent from the NJDEP to the Administration stating that this parcel was acquired with municipal open space tax monies and is listed on the Township's Recreation and Open Space Inventory as unfunded parkland. Renovating the farm building for private residential or commercial purposes would be contrary to Green Acres regulations. Unfunded parkland encumbered by Green Acres rules can only be used for public indoor or outdoor recreation and conservation purposes. Such uses would include an historical museum, community recreation center, environmental center, recreation office, or an interpretive center for public visitation. Some towns have acquired former agricultural properties and now offer community garden plots to the public and use the existing barn or farmhouse for classes to help educate the public about different types of gardening practices."

43. June 11, 2012: Council cancels the bid for demolition of the Grover house (Resolution No. 2012-R135 deferred May 14, 2012; Tabled indefinitely May 29, 2012.)

44. June 13, 2012: WW Twp. Public Works employees clean out Grover Farm.

45. June 14, 2012: West Windsor Township Public Works paints plywood for Grovers Farm House as per Work Orders.

46. June 15, 2012: West Windsor Township Public Works employees assist Parks Department at Grovers Farm to clean up the Grover House.

47. June 28, 2012: Planned initial public meeting of the community committee to make recommendations to the Township for the Grover Farm restoration. Mayor Hsueh issues Memorandum to all employees that he would be appointing Chief Joseph M. Pica, Jr. as Interim B.A. on July 1, 2012 until a new Business Administrator was approved. A complaint was filed with the Attorney General's Office by a Township resident regarding the Grover Homestead.

48. June 30, 2012: Township Attorney Michael W. Herbert is requested by Mayor Hsueh to begin an investigation into the Grover Farmstead.

49. July 1, 2012: Business Administrator Hary retired. Chief Joseph M. Pica, Jr. named Interim B.A. by Mayor Shing-Fu Hsueh until new Business Administrator to be appointed. A letter Dated "July 1, 2012" included an "inventory list" of items removed from the Grover Farm House and that Restoration Technologies was searching for items in return which were needed to continue the restoration of the West Windsor Historical Schenck Farmstead.

50. The letter stated the following:

"The West Windsor Historical Society has removed the following items from the Grover Farm House:

- Attic floor boards, not water damaged
- Second story floor boards, not water damaged
- Bedroom doors and trim
- Baseboard trim
- Full staircase, steps and hand railing
- Some casement windows
- 3 Fireplace mantels

At this time, we have provided the above items to Restoration Technologies. They are searching to provide the items listed below which are needed to continue the restoration of the West Windsor Historical Schenck Farmstead.

- Hallway and Stairway Interior doors
- Hay Mow and support beams (structure to hold hay)
- Track and items required for the installation and usage of hay mow fork
- Farm and field tools and equipment.”

51. July 8, 2012: Marlena Schmid is appointed and approved as new Business Administrator.

52. July 12, 2012: State of New Jersey Department of Environmental Protection was referred the matter by Attorney General's office (previously notified of a complaint on June 28, 2012 by resident). They subsequently declined any review.

53. July 30, 2012: Rear bam collapses at the Grover Farmstead.

54. Attorney Michael W. Herbert sent a letter to the Attorney General dated September 19, 2012 requesting guidance as to whether West Windsor could proceed with its investigation in the event of an ongoing criminal investigation related to the farmstead.

55. September 24, 2012: Chief Joseph M. Pica, Jr. assigns Detective Mark P. Lee to launch an initial Special Investigation into the Grover Farmstead.

56. December, 2012: The investigation is completed.

### **DETECTIVE LEE'S INVESTIGATION**

Detective Lee met with several people regarding his investigation including the following; however, their names cannot be disclosed, and therefore their organizations are stated below:

1. The Grover Homestead Restoration Committee, regarding their views at what happened at the property.
2. Various members of the Township Administration who described the history of the site as she [they] knew it.
3. Various police officers who were at the site at various times and their observations.
4. The Historical Society of West Windsor, who described the Historical Society's interaction with the site.
5. Michael W. Herbert, Esq., Township Attorney, who gave Detective Lee a background of the property and a summary of the attorney's findings as of September 24, 2012.
6. Members of the Administration, who had the responsibility of interacting with the Historical Society and the Grover Farm House.
7. First Assistant Mercer County Prosecutor Angelo Onofri and Doris Galuchie as Prosecutor for Economic Crimes for guidance on the case.

8. Restoration Technologies regarding items that were removed by Mr. Wengryn's business as part of his arrangement with the Historical Society for trade for items for the Schenck Farm.
9. The Grover family regarding items that existed at the residence at the time of his [their] mother leaving the house and regarding what was removed from the site.
10. Members of the public regarding the metal items that were removed from the home including the furnace.
11. The tenant fanner for the Grover Homestead property regarding the storage of floor boards in the green barn.
12. Township Maintenance employees regarding their work at the site to seal the building as well as what he observed at the site.
13. Tindall & Ransom Plumbing and Heating regarding the history and value of the furnace that had been removed from the site.
14. Winzinger Incorporated is consulted as to how the demolition would occur at the site.
15. All Council members as to their knowledge of the Homestead.
16. Mangone Construction, regarding the cost of the rehabilitation of the Grover Farm House. This Company also assisted in reviewing the items that were removed from Grover Farm House.
17. Scarpati's Recycling regarding records of scrap metal brought there by the public.
18. The Mayor as to what he recalls regarding how the Township handled the house.

## FINDINGS

1. Restoration Technologies of New Jersey, LLC, took the following items from the house with the permission of the Historical Society. The plan was to barter these items for antiques that could be used in the Schenck Farm, but no trades have yet taken place although there have been items provided in the past.
  - a. Approximately 20 doors of various size and condition (wholesale value from 0-\$25.00, retail value from \$25.00-\$100.00 depending on condition)
  - b. Approximately 24 sets of **window** sash of various size and condition (wholesale value of 0.00, retail value of \$10.00-\$20.00 per set)
  - c. **Main stair** case (wholesale value before removal: \$50.00-100.00; after removal: \$200.00-250.00; retail value \$500.00+)
  - d. Three **mantles** (wholesale value: \$50.00, retail value \$200.00-300.00)
  - e. Approximately 150 sq. ft. of **boards** (wholesale value before removal: \$0.50 per sq ft; wholesale value after removal: \$1.00-1.50/sq ft; retail value after de-nailing and cleaning: \$2.50-4.00/sq ft. depending on condition)
  - f. One **basement window** was removed for "Mr. Grover."
2. Metal was taken from the property by members of the public who believed they had permission to remove metal items from the property. These members of the public

then sold the metal, according to information provided by the police, and kept the proceeds. It is also likely that vandals removed other metal items from the property in separate instances.

3. Actions at the property should have been better documented and managed by Township Administration in keeping with New Jersey Municipal Law. This is especially true regarding compliance by the Township with *N.J.S.A. 40A: 12-1 et seq.*, known as the Local Lands and Buildings Law. Steps have been, and must be taken to ensure that proper records are maintained for the treatment of this and other properties owned by the Township.

4. The decision to demolish Township properties should not be a unilateral decision of the Township Administration. While management of Township property is done by the executive branch in this form of government, the Council should be informed of decisions made regarding significant changes to Township property. Significant issues arise when demolition is disputed months after the Township has shut off utilities to the property and items have been removed based on the belief that demolition is imminent.

5. As in many towns, the West Windsor Historical Society is a group of volunteers with good intentions. The Township should ensure that the West Windsor Historical Society and similar societies interacting with the Township be incorporated, have a set of bylaws that must be followed, have membership that is fully documented, and that detailed minutes are kept of its meetings. Written documentation should have been required before the Historical Society was permitted to remove items from Township-owned properties.

I hereby certify that all of the documents contained herein are accurate to the best of my knowledge.

(signed) Michael W. Herbert  
West Windsor Township Attorney  
Herbert, Van Ness, Cayci and Goodell, P.C.

RESOLUTION

WHEREAS, the Township of West Windsor has determined the need for demolition of the Township Owned Structures at the Grover Farmstead; and

WHEREAS, said contracts were put out to public bid seeking bids for this project, and said bids were opened on April 5, 2012; and

WHEREAS, the Township has received bids from the following bidders:

Contractor

Robert T. Winzinger, Inc.

Yannuzzi & Sons, Inc.

Grinnell Recycling, Inc.

Base Bid

\$60,000.00

\$94,400.00

\$121,000.00

WHEREAS, the Township staff has reviewed all bids and determined that the lowest responsible bid was submitted by Robert T. Winzinger, Inc.; and

WHEREAS, Certification of Funds has been received from the Chief Financial Officer and funds for said contract are available in the following line item appropriation account:

Municipal Facilities/Related Improvements 4052010 18002 \$60,000.00

NOW, THEREFORE, BE IT RESOLVED, by the Township of West Windsor that the contract for the Demolition of Township Owned Structures at the Grover Farmstead be awarded to Robert T. Winzinger, Inc., 1704 Marne Highway, Hainesport, NJ 08036, and the Mayor and Clerk are authorized to execute said contract.

NOW BE IT FURTHER RESOLVED, this contract is awarded pursuant to a fair and open Process.

Adopted: May 29, 2012 [not actually adopted; see above. – ed.]

I hereby certify that the above resolution was adopted by the Township Council of the Township of West Windsor at their meeting held on the 29th day of May 2012.

[Not signed, as the resolution was not actually adopted. – ed.]

Sharon L. Young.

Township Clerk

West Windsor Clerk

[End of Appendix 31]

Summary: (1) Detective Lee clearly worked long and hard on this investigation, and his efforts are sincerely appreciated. Without the original file, however, release of which has been withheld by the Mercer County Prosecutor's Office, no one who has not seen this file can comment in detail on Mr. Herbert's findings. (2) Some of the statements that Mr. Herbert has included, such as his repeated citation of outdated material regarding what can and cannot be done with the Grover house, are not relevant to the investigation per se. Additionally, there are several errors of fact as detailed later. (3) The editor agrees with some of the findings on pages 15 and 16 and disagrees with others. Specifics are given below. (4) Ted Grover's own comments are appended at the end.

\*\*\*\*\*

Page 1, Paragraph 2. Completed criminal investigations can be disclosed to the public via a Common Law OPRA request. [Under the Common Law, statutory law can be and has been overridden by subsequent court decisions.] There were two such decisions from the 1990s: (1) *Shuttleworth v. City of Camden*, 258 N.J. Super. 573 (1992) [610 A 2<sup>nd</sup> 903] Appellate Division, Argued June 1, 1992; decided August 4, 1992; (2) *Asbury Park Press v. Borough of Seaside Heights*, decided Dec. 17, 1990. These decisions affect that part of N.J.S.A. 47:1A-1 et seq. (the Open Public Records Act, often known colloquially as the Right to Know Law or "RKL") that deals with the disclosability of completed criminal investigations. A petition to the Mercer County Superior Court in proper form, accompanied by the required filing fee and a court appearance, could result in having Mr. Lee's complete investigation released in due course.

Page 1, Paragraph 3. The statement, "The Grover's Farm House is not historically significant" is misleading. While it is true that the property is not officially listed on the New Jersey Register of Historic Places (and no formal application for listing was ever made), the earlier part of the house dates from before 1849 as shown on a period map and other documentation. This should be sufficient to give it at least some degree of historical significance.

In the same paragraph, it is implied that the property was in poor condition "once it had been vacated by the property's owner, Mrs. Grover." However, Ted Grover has repeatedly affirmed that this is incorrect and the property was in excellent condition immediately after his mother vacated it. The poor condition came much later after the Administration had ceased to take care of it for an extended period.

Pages 2-5, Documents Reviewed. (1) The email from Caroline Armstrong of DEP dated Oct. 2, 2012 (Document oo), which clarifies the position of DEP in regard to leasing a residence on Open Space coming under DEP regulations, is not mentioned, although the earlier email from Dave Smith (Document dd) on this subject is quoted twice. Appendix 5 of this report has further correspondence from Ms. Armstrong which further clarifies this subject. Appendix 33 below gives details from a sample lease. (2) The highly germane email from Councilman Maher to Gay Huber, Town Council, Mayor Hsueh, Chief Pica, Pat Ward, Sam Surtees and Sharon Young, dated July 5, 2012 and commenting on the incomplete Historical Society's list of items removed from the Grover house, is neither included in the list of documents reviewed nor discussed.

Page 7, History of the Grover Farm Homestead, Item 4. The amount cited, \$3,441,000, was a *not to exceed* purchase price authorized, not the *actual* purchase price, which was \$3,262,771 as per Deed and Item 6. The property comprises 88.183 acres, not 93 acres as in Mr. Herbert's Item 4.

Page 8, History, Item 5. The quoted price of \$3.78 million has no apparent documentation other than a newspaper article (*West Windsor Chronicle*, April 28, 1994, Document b under “Documents Reviewed.”) As stated above, the actual price by Deed was \$3,262,771. As a purchase by a tax-exempt organization, there was neither a realty transfer tax nor a broker’s commission. It seems hardly credible that an extra \$520,000 was spent by West Windsor on additional fees and costs.

Same, Item 5a. The passage in italics is quoted from the Dave Smith email referenced above. Apart from its having been clarified later by Ms. Armstrong (Appendix 5), relying on the perfectly clear Green Acres regulation in question, it is irrelevant to the Farmstead’s history and the police report.

Page 9, Continuation of Item 10. Again, this passage implies that the house was in poor condition immediately after Mrs. Grover vacated it, which is not true according to Ted Grover.

Page 9, Item 14. Specific documentation should have been referenced about the decision quoted.

Page 11, Item 39. This disparagement of The Grover Homestead Committee, which did not yet exist as of May 15, 2012, the day after Resolution R138 was tabled, is unwarranted. (See Item 47 on Page 12.) To state that the entry was “illegal” is not supported by any evidence of which we are presently aware.

Page 12, Item 42. Once again, this information, besides being later clarified by Ms. Armstrong, is irrelevant here as it refers to the future of the Homestead, not to its history.

Page 13, Item 53. This entry ignores the fact that the barn collapsed due to a strong windstorm. The collapse was most likely due to a large number of exterior boards having been removed by unknown parties, allowing wind to get inside the barn.

#### Pages 15-16, Findings.

(1) The values cited do not include any estimates of the physical damage caused by the removal of the items cited, nor the costs that would be incurred to replace them with similar items and install them. To simply say that these are the “values” is to beg the question; few if any would accept such a statement in regard to their own personal property.

For example, suppose someone were to break into a private residence today and cause extensive damage while removing similar items. An insurance claim would reflect the *total* damage including repair, replacement, and installation, not just the wholesale or retail values of the separate items after removal, subsequent deterioration, and/or scrapping.

The table on the next page summarizes Mr. Herbert’s list:

<u>Item</u>	<u>Quantity</u>	<u>Wholesale Value, ea.</u>	<u>Retail Value, ea.</u>	<u>Max. Whole-Sale Value</u>	<u>Max. Retail Value</u>
Doors	~ 20	\$0-25	\$25-100	\$500	\$2,000
Window Sashes	~ 24 sets	\$0	\$10-20	\$0	\$480
Main staircase	1	\$50-100	\$500 +	\$100	\$500 +
Mantles	3	\$50	\$200-300	\$150	\$900
Boards	150 sq. ft.	\$1-1.50	\$2.50-\$4.00	<u>\$275</u>	<u>\$600</u>
Total				\$1,025	\$4,480 +

Again, the maximum total retail “value” (even assuming the individual values are correct, which does not take into account that, for example, the windows were in many cases original antiques with highly desirable period glass) is grossly understated, because replacement and installation costs have been neglected.

(2) Apparently no attempt has been made to recover the “proceeds” from the members of the public who were involved, the identities of whom are apparently known. Such an attempt should be made.

(3), (4), and (5). Correct and agreed to. In this case, the Administration did not follow accepted procedures regarding township property, and extensive losses resulted.

#### Additional Comments by Ted Grover

1. Para 3, pg. 1 – When Mrs. Grover vacated the house in February 2009, it was fully habitable. The determination to demolish the house was made almost 3 years following her departure. The Grovers spent over \$100,000 from their own funds to maintain and repair house and other structures on the property after deeding it to West Windsor Township.
2. Para 5, pg. 2 – The Grover family was never notified that the Town was going to demolish the property.
3. Para ii, pg. 6 - Florence Grover was not interviewed. I made this very clear to Detective Lee that she was not to be contacted.
4. Para 2, pg.7 - Thomas R. Grover – If it was important that Tom’s name appear, why wasn’t the fact that he received a Silver Star and two Purple Hearts mentioned?
5. Para 7, pg.8 – Nini Construction built a new barn, in addition to the garage. This was done after the Town took possession of the property. In addition, the Grovers installed a new gas heater, hot water heater and connected the house to the public water system.
6. Para 1, pg.15 – Who performed the appraisal on the items removed?

Appendix 33. Addendum to Sample Caretaker Lease for a Residence on Green Acres Encumbered Property, supplied by Caroline Armstrong, Feb. 1, 2013.

**Armstrong, Caroline**

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**From:** Armstrong, Caroline  
**Sent:** Friday, February 01, 2013 11:48 AM  
**To:** j.church@mindspring.com  
**Cc:** ssurtees@westwindsortwp.com  
**Subject:** sample lease agreement

As you requested, John, attached is a sample lease agreement (actually, an addendum to a lease agreement) approved by Green Acres. This is in compliance with N.J.A.C. 7:36-25.13.

Caroline Armstrong  
Compliance Officer, NJDEP Green Acres Program  
Mail Code 501-01  
PO Box 420  
Trenton, NJ 08625-0420  
P. 609-341-2056  
F. 609-984.0608  
[caroline.armstrong@dep.state.nj.us](mailto:caroline.armstrong@dep.state.nj.us)

**ADDENDUM TO RESIDENTIAL LEASE AGREEMENT**

This Agreement serves as an Amendment to the Residential Lease Agreement entered into between the parties on January 21, 2009 for the property located at, [REDACTED] Evesham Road, Voorhees, New Jersey 08043.

This Lease Addendum is in accordance with the New Jersey Department of Environmental Protection's Green Acres Program regulations N.J.A.C. 7:36-25.13, "Leases, use agreements, or concession agreements for recreation and conservation purposes on funded or unfunded parkland". Specifically, N.J.A.C. 7:36-25.13 (b) 7 & 8 requires that the lessee or parkland user comply with the lease, the applicable requirements of the subchapter, and any deed restrictions pertaining to the parkland; and specify that any activities conducted on parkland under the lease or agreement are governed by the requirements of this chapter (Green Acres Program), the lease and any deed restrictions pertaining to the parkland.

The Landlord and the Tenant agree that the Landlord will lease the Premises to the Tenant as a residence, for the stated Term at the stated monthly Rent, on the following conditions:

1. **Term and Rent** - In accordance with N.J.A.C. 7:36-25.13 (b) 4 & 5, the terms of this Agreement shall provide for an initial term of no more than five (5) years.

Because reasonable public access is a requirement of all Green Acres encumbered Open Spaces, tenant, as Resident Caretaker, must share the exterior grounds ("the Shared Premises") of the property with the public. The Township shall give a minimum of three (3) days notice before exterior public access for organized events. The exterior grounds shall remain open to the general public for quiet enjoyment during the hours posted for non-organized events.

In return for the services provided by the tenant as outlined herein, tenant shall pay rent at the reduced rate of Two Thousand Dollars (\$2,000.00) per month.

2. **Private Portion of the Premises** - The house located at [REDACTED] Evesham Road is the Private Portions of the Premises. The house is not available to the public.

3. **Tenant Use** - The Tenant may use the Private Portion and Shared Portion of the Premises as a resident only.

4. **Care of the Property** - The Tenant has examined the Premises including all facilities and appliances and is satisfied with present conditions. The Tenant agrees to maintain the Premises in as good condition as it is at the start of the Lease, except for ordinary wear and tear. The Tenant must pay for all repairs, replacements, and

[Continued on next page]

damages caused by act or neglect of the Tenant or the Tenant's family and visitors. The Tenant will remove all of the Tenant's personal property and furnishing at the end of this Lease, unless the Lease is renewed prior to termination. Any personal property or furnishings left behind after the Tenant vacates the Premises become the property of the Landlord and may be disposed of in any manner the Landlord deems appropriate. The Tenant may drive or park vehicles only in the driveway and designated parking areas.

5. **Quiet Enjoyment** - The Landlord agrees that if the Tenant pays Rent and Utilities and is not in default under this Lease, the Tenant may peacefully and quietly have, hold, and enjoy the Private Portion and the Shared Portion of the Premises for the Term of the Lease. The Tenant's use of the Premises as a residence shall not interfere with the public's use of the surrounding parkland for recreation.

6. **Tenant's Responsibilities as Resident Caretaker** - The Tenant is free to use the exterior of the property in a quiet manner as any residential tenant might. Members of the public may use the exterior parklands to enjoy the gardens, woods, and lawn in a quiet manner during hours that shall be posted. At times and with a minimum of three (3) days written notice, the Landlord may grant members of the public permission for use of the exterior grounds for organized picnics, parties, classes, weddings, garden shows, etc. Tenant shall be required to perform designated basic maintenance and handyman tasks, as well as other duties that the property may, from time to time require without compensation.

The Tenant shall provide a security presence for the Premises, keeping alert for and preventing vandalism, and reporting vandalism to the Landlord if and when it occurs.

In return for your caretaker tasks with the public, you will pay rent that is below the market rent for a comparable property. By signing this Agreement of Duties, you, as the Resident Caretaker, recognize that one of your conditions of residence is to provide designated labor and security in return for reduced-cost housing.

Your security and patrol function will be to provide surveillance of Block 199, Lot 5.01 as well as adjacent preserved properties ("Additional Properties") including Block 199, Lots 5.02, 5.03, 5.04 and 6 while you are on the premises, keeping alert for vandalism. You will be required to Patrol the property once a week to ensure the property is safe and free of vandalism and for trash removal. If security problems arise, you will be expected to resolve them quickly, either through direct intervention, if that can be done safely, or by contacting the Voorhees Police (856-627-5858 or 9-1-1). In addition, you will be responsible for posting and maintaining trail markings as applicable to all aforementioned properties to ensure the trail postings stay in place and in good repair and for keeping trail map holders filled.

[Concluded on next page]

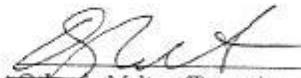
7. Tenant's Resident Caretaker Tasks - In addition to the Tenant's Responsibilities listed above, Tenant shall be required to perform the following tasks with regard to Block 199, Lot 5.01:

- a. Remove snow from sidewalks
- b. Move leaves to curb according to town schedule
- c. Cut and trim grass
- d. Remove fallen branches and debris
- e. Maintain flowerbeds and prune bushes
- f. Clean gutters
- g. Fertilize lawn
- h. Plant shrubs and perform basic gardening
- i. Repair/paint fences
- j. Perform other handyman tasks

A total of forty (40) hours per month shall be devoted to security and maintenance activities identified in Sections 6 and 7 above.

As a tenant, you are required to carry a Tenant Homeowner's Insurance Policy covering personal property and liability. Said liability coverage shall be no less than \$500,000.00 and shall name the Township of Voorhees and the New Jersey Department of Environmental Protection as additional insured. Your certificate of insurance is to be forwarded to the Town Clerk and the Green Acres Program, Mail Code: 501-01, P.O. Box 420, Trenton, NJ 08625 prior to the start date of your lease.

Date 13.02.11

  
\_\_\_\_\_  
~~XXXXXXXXXX~~ (Tenant)

Date 13.06.11

  
\_\_\_\_\_  
~~XXXXXXXXXX~~ (Tenant)

Date 7-13-11

  
\_\_\_\_\_  
Voorhees Township (Landlord)