



Municipality of Princeton, NJ

Mayor and Council of Princeton

Meeting Agenda

400 Witherspoon St
Princeton, NJ 08540

Monday, March 9, 2026

7:00 PM

Main Council Chambers

I. JOIN MEETING - PLEASE CLICK LINK BELOW:

<https://us02web.zoom.us/j/89004879452>

Webinar ID 890 0487 9452

II. STATEMENT CONCERNING NOTICE OF MEETING

Notice of this meeting was provided in accordance with the requirements of the Open Public Meetings Act and State regulations governing public meetings, including the time, date and location of the meeting and clear and concise instructions to the public for accessing the meeting and making comments. In addition, the agenda and all related materials were posted electronically and made available to the public on Princeton's meeting portal in advance of the meeting.

III. LAND ACKNOWLEDGEMENT

"We gather today on the land of the Leni Lenape. As members of the Princeton community, we aspire to show appreciation, respect, and concern for all peoples and our environment. We honor the Lenape and other Indigenous caretakers of these lands and waters, the elders who lived here before, the Indigenous today, and the generations to come"

IV. ROLL CALL

V. PLEDGE OF ALLEGIANCE

VI. ANNOUNCEMENTS/REPORTS

1. [0022](#) Experience Princeton Report Offered By Robin Lapidus, Executive Director

VII. PRESENTATION

1. [0017](#) Presentation of the Princeton Kiosk Competition Design Winners by AIA New Jersey
2. [0018](#) Palmer Square's Proposed 2026 Events Calendar for Council Approval
3. [0019](#) Princeton Triathlon 2026 Proposal presented by Shawn Elwood

VIII. WORK SESSION

1. [0020](#) Work Session Regarding Streetscape Enhancements in the Central Business District

IX. ORDINANCE PUBLIC HEARING

Anyone wishing to comment on or ask a question about an ordinance(s) listed below for public hearing and adoption can do so by either in person or Zoom. In person use the sign-up sheet on the podium. To make a spoken comment, either click on "Participants" and use the "raise hand" function, or- if attending by telephone- press *9. When it is your turn to speak the meeting host will unmute you and the Mayor will recognize you.

1. [ORD
26-10](#) An Ordinance of the Municipality of Princeton Amending “The Code of the Borough of Princeton, New Jersey 1974” to Add thereto a New Chapter Entitled “Filming”- Roll Call
2. [ORD
26-08](#) An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled “Land Use And Zoning” of the Municipality Of Princeton to Create the Affordable Housing District-16 (AH-16) In Furtherance of the Fair Housing Act- Roll Call
3. [ORD
26-11](#) An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton to Create the Affordable Housing District-13 (AH-13) in Furtherance of the Fair Housing Act- Roll Call
4. [ORD
26-12](#) An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled “Land Use and Zoning” of the Municipality of Princeton to Create the Affordable Housing District-17 (AH-17) in Furtherance of the Fair Housing Act- Roll Call
5. [ORD
26-13](#) An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton to Create the Affordable Housing District-18 (AH-18) in Furtherance of the Fair Housing Act- Roll Call
6. [ORD
26-14](#) An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled “Land Use and Zoning” of the Municipality of Princeton to Create the Affordable Housing Overlay District-19 (AHO-19) in Furtherance of the Fair Housing Act- Roll Call
7. [ORD
26-15](#) An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton to Address the Requirements of the Fair Housing Act and the Uniform Housing Affordability Controls (“UHAC”) Regarding Compliance with the Municipality’s Affordable Housing Obligations- Roll Call

X. ORDINANCE INTRODUCTION

1. [ORD 26-16](#) An Ordinance by the Municipality of Princeton Designating Restricted Parking Spaces for Persons with Disabilities on Clay Street and Leigh Avenue, Updating Restricted Parking Spaces in Additional Locations, and Amending Section B19-30 of the “Code of the Borough of Princeton, New Jersey, 1964” and Section T11-11.1 of the “Code of the Township of Princeton, New Jersey, 1968” (Public Hearing: March 23, 2026)- Roll Call

XI. RESOLUTIONS

1. [R-26-072](#) Resolution of the Mayor and Council of Princeton Authorizing the Award of a Contract to National Auto Fleet Group for Two (2) New/Unused 2026 Toyota RAV4 Hybrid Vehicles for Use by the Building Department for \$69,428.78 utilizing Sourcewell National Cooperative Purchasing Contract #081325-NAF
2. [R-26-073](#) Resolution of the Mayor and Council of Princeton Awarding a Professional Services Agreement to Preservation Design Partnership, LLC for Continuation of Services in Furtherance of Design Guidelines for Historic Districts
3. [R-26-074](#) Resolution of the Mayor and Council of Princeton Authorizing an Increase of \$55,000.00 to the Not to Exceed Amount for the Professional Services Agreement with Greenbaum, Rowe, Smith & Davis, LLP for 2025 Legal Services Related to Affordable Housing, Planning, and Redevelopment for a New Not to Exceed Amount of \$317,000.00
4. [R-26-075](#) Resolution of the Mayor and Council of Princeton Authorizing an Increase of \$4,834.98 to the Not to Exceed Amount for the Professional Services Agreement with Apruzzese, McDermott, Mastro and Murphy PC for 2025 Labor Counsel Legal Services for a New Not to Exceed Amount of \$77,833.98
5. [R-26-076](#) Resolution of the Mayor and Council of Princeton Authorizing the Award of an Agreement for Extraordinary Unspecifiable Services with the Center for Modern Aging Princeton for an Amount Not to Exceed \$194,850.00
6. [R-26-077](#) Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to Greenbaum, Rowe, Smith & Davis, LLP for Legal Services as 2026 Redevelopment Counsel for an Amount Not to Exceed \$235,000.00
7. [R-26-078](#) Resolution of the Mayor and Council of Princeton Authorizing a One-Year Extension to the Contract with US Athletic Fields, Inc. for Mowing for an Amount Not to Exceed \$117,781.73

8. [R-26-079](#) Resolution of the Mayor and Council of Princeton Authorizing a One-Year Extension to the Contract with U.S. Athletic Fields, Inc. for Turf Management Services for an Amount Not to Exceed \$26,590.01
9. [R-26-080](#) Resolution of the Mayor and Council of Princeton Approving the 2025 through 2029 Collective Bargaining Agreement with Princeton Policemen's Benevolent Association, Inc., PBA Local 130
10. [R-26-081](#) Resolution of the Mayor and Council of Princeton Adopting an Affordable Housing Affirmative Marketing Plan for the Municipality of Princeton
11. [R-26-082](#) Resolution of the Mayor and Council of Princeton Approving Utilizing Funds from the Affordability Assistance Trust Fund for Emergency HVAC Repairs
12. [R-26-083](#) Resolution of the Mayor and Council of Princeton Authorizing a Special Event for JaZams to Hold a 30th Block Party on Sunday, June 21, 2026
13. [R-26-084](#) Resolution of the Mayor and Council of Princeton Approving Emergency Temporary Appropriations for the 2026 Current Fund Budget
14. [R-26-085](#) Resolution of the Mayor and Council of Princeton Approving Emergency Temporary Appropriations for the 2026 Affordable Housing Utility Fund Budget
15. [R-26-086](#) Resolution of the Mayor and Council of Princeton Approving Emergency Temporary Appropriations for the 2026 Parking Utility Fund Budget
16. [R-26-087](#) Resolution of the Mayor and Council of Princeton Approving Transfers in Accordance with N.J.S.A. 40A:4-59
17. [R-26-088](#) Resolution of the Mayor and Council of Princeton Authorizing the Execution of a Temporary Use and Occupancy Agreement with Princeton Senior Resource Center, Inc. DBA Center for Modern Aging Princeton
18. [R-26-089](#) Resolution of the Mayor and Council of Princeton Authorizing an Increase of \$1,000.00 to the Contract with The Valley Butcher LLC for Deer Processing Services for a New Amount Not to Exceed \$21,625.00
19. [R-26-090](#) Resolution of the Mayor and Council of Princeton Authorizing Release of a Performance Guarantee in the Amount of \$29,769.00 to Nelson Spring, LLC for the Major Site Plan of 45 Spring Street
20. [R-26-091](#) Resolution of the Mayor and Council of Princeton Authorizing the Award of a Bid Contract to Sunset Creations, Inc. for 2026 Spring Tree Planting for an Amount Not to Exceed \$65,555.00

- 21. [R-26-096](#) Resolution of the Mayor and Council of the Municipality of Princeton Authorizing Execution of the First Amendment to the Dinky Train Station Parking Lot License Agreement with the Trustees of Princeton University

XII. CONSENT AGENDA

- 1. [R-26-092](#) Resolution of the Mayor and Council of Princeton Authorizing the Payment of Bills and Claims
- 2. [R-26-093](#) Resolution of the Mayor and Council of Princeton Authorizing Appointments to Boards, Commissions and Committees
- 3. [R-26-094](#) Resolution of the Mayor and Council of Princeton Approving the Placement of a Banner Over Washington Road by the Princeton Triangle Club from May 18, 2026 to May 25, 2026
- 4. [R-26-095](#) Resolution of the Mayor and Council of Princeton Approving the Placement of a Banner Over Washington Road by the Arts Council of Princeton from April 20, 2026 to April 27, 2026

XIII. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

We will now open the meeting for public comment for items not on the agenda. The Mayor and Council will take comments first from members of the public attending the meeting in person, then from members of the public attending the meeting via Zoom. Speakers will be limited to 3 minutes. The Governing Body will use this public comment period as an opportunity to listen to resident concerns, but not to debate issues or engage in a question-and-answer session. Issues raised by members of the public may require review and/or further investigation prior to responding. All comments will be considered and are always welcomed.

IN-PERSON:

Please use the sign-up sheet on the podium. After everyone who signed up has had the opportunity to speak, the Mayor will invite any additional comments from members of the public. Please line up at the podium if you plan to speak. Anyone wishing to make any comments, please state your name and the town you live in for the record.

ZOOM:

To make a comment or ask a question during the meeting via zoom, raise your hand using one of the following alternatives:

1. Windows or Mac platform: Click on “Participants” at the bottom of the screen, then click on “raise hand” (Windows shortcut: Alt+Y; Mac shortcut: Option+Y).
2. Android or iOS device: Click on “raise hand” in the bottom left corner of your screen.
3. Telephone: Press #9

XIV. ADJOURNMENT



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: 0022

Agenda Date: 3/9/2026

Agenda #: 1.

Experience Princeton Report Offered By Robin Lapidus, Executive Director



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: 0017

Agenda Date: 3/9/2026

Agenda #: 1.

Presentation of the Princeton Kiosk Competition Design Winners by AIA New Jersey



The Princeton Kiosk Competition





and Princeton:

A Legacy of Partnership

history + kiosk today

Re

design
invent
envisior

princeton kios

ideas competition
for design of
a new kiosk for
the municipality
of princeton

professiona:
+ student
categories:

Registration open:
2021



In 1988 Princeton Borough built two kiosks on the corner of Nassau Street at Vandeventer Avenue and at Witherspoon Street. These kiosks were created to provide an opportunity for controlled public postings and engagement. They included a location map of the downtown area. They also included a public telephone booth and newspaper box locations. Over the years as technology has changed these amenities have been removed, and new technology has not been incorporated in their place. The kiosks are actively used by the public for analog public postings, fliers, job offers, event announcements, trade offers and numerous other notices. There is still a map of the Central Business District (CBD) on the kiosks today. The Public Works Department is tasked with removing the flyers monthly. Many people in the greater Princeton community would like to see digital display and/or other interconnectivity with their personal devices using the kiosk as a connecting element and promoting activity in the merchant and business community.



site + requirements

The Princeton Kiosk Competition

Registration opens
May 30, 2025

REGISTRATION IS REQUIRED IN ORDER TO BE CONSIDERED FOR THE COMPETITION. APPLICATION ID PROVIDED WITH ANSWERS. REGISTRATION CLOSING: July 16, 2025. REGISTRATION CLOSING: July 16, 2025. SUBMISSION CLOSING: June 27, 2025. SUBMISSION DEADLINE: July 18, 2025.

FINAL DATES

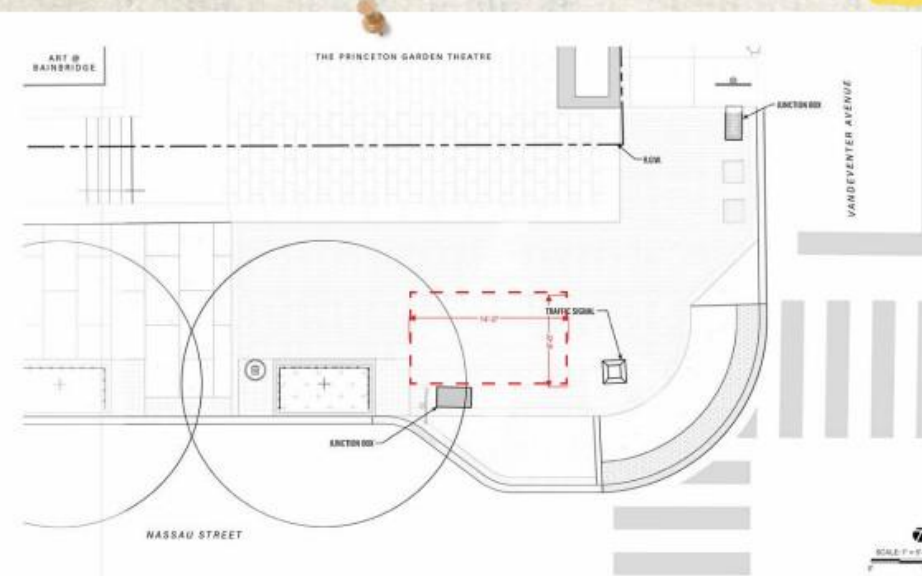
Registration opens
May 30, 2025

REGISTRATION IS REQUIRED IN ORDER TO BE CONSIDERED FOR THE COMPETITION. APPLICATION ID PROVIDED WITH ANSWERS. REGISTRATION CLOSING: July 16, 2025. REGISTRATION CLOSING: July 16, 2025. SUBMISSION CLOSING: June 27, 2025. SUBMISSION DEADLINE: July 18, 2025.

sponsored by

AIA New Jersey AIA Central New Jersey MUNICIPALITY OF PRINCETON

ROUNDVIEW CAPITAL The Bank of Princeton



1. Site Location: all designs shall be within a 14' x 8' area indicated on the site plan.
2. The maximum volume for any entry shall be no more than 36 sq. ft. and 12 feet tall at its highest point.
3. A digital touch screen for wayfinding and business information should be included in the design and at a minimum be 24" x 36".
4. All entries must include a minimum of 50 sq ft. bulletin board posting space.
5. An 8"x10" plaque should be included to recognize donations and sponsors.
6. The inclusion of a QR code or other interactive technology to allow for users to connect to potential municipal and community digital platforms should be considered.

Many Thanks to the Sponsors



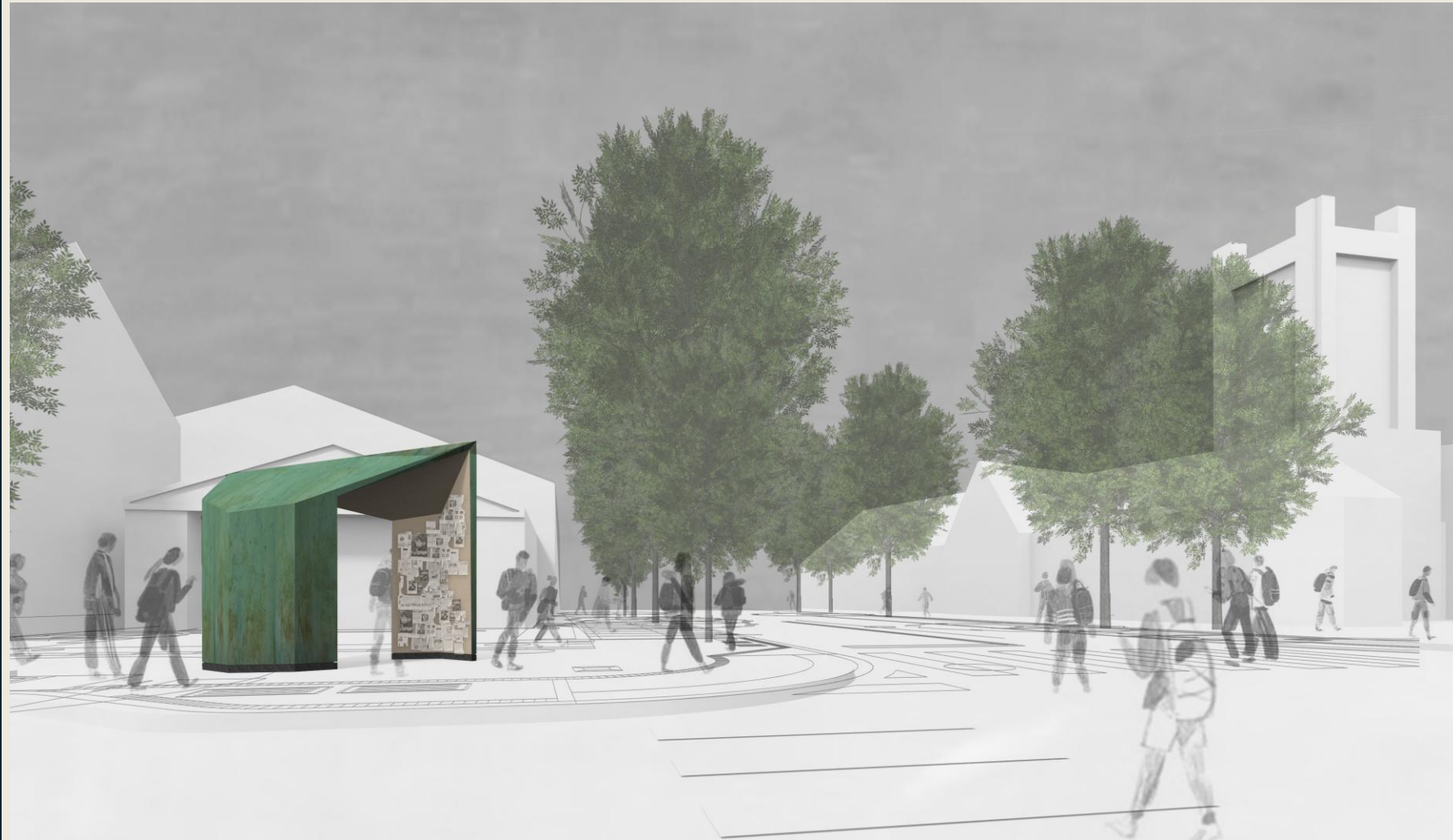
Professional Design – 1st Place



The Walk-Thru

Design by
Studio Hillier

Professional Design – 2nd Place



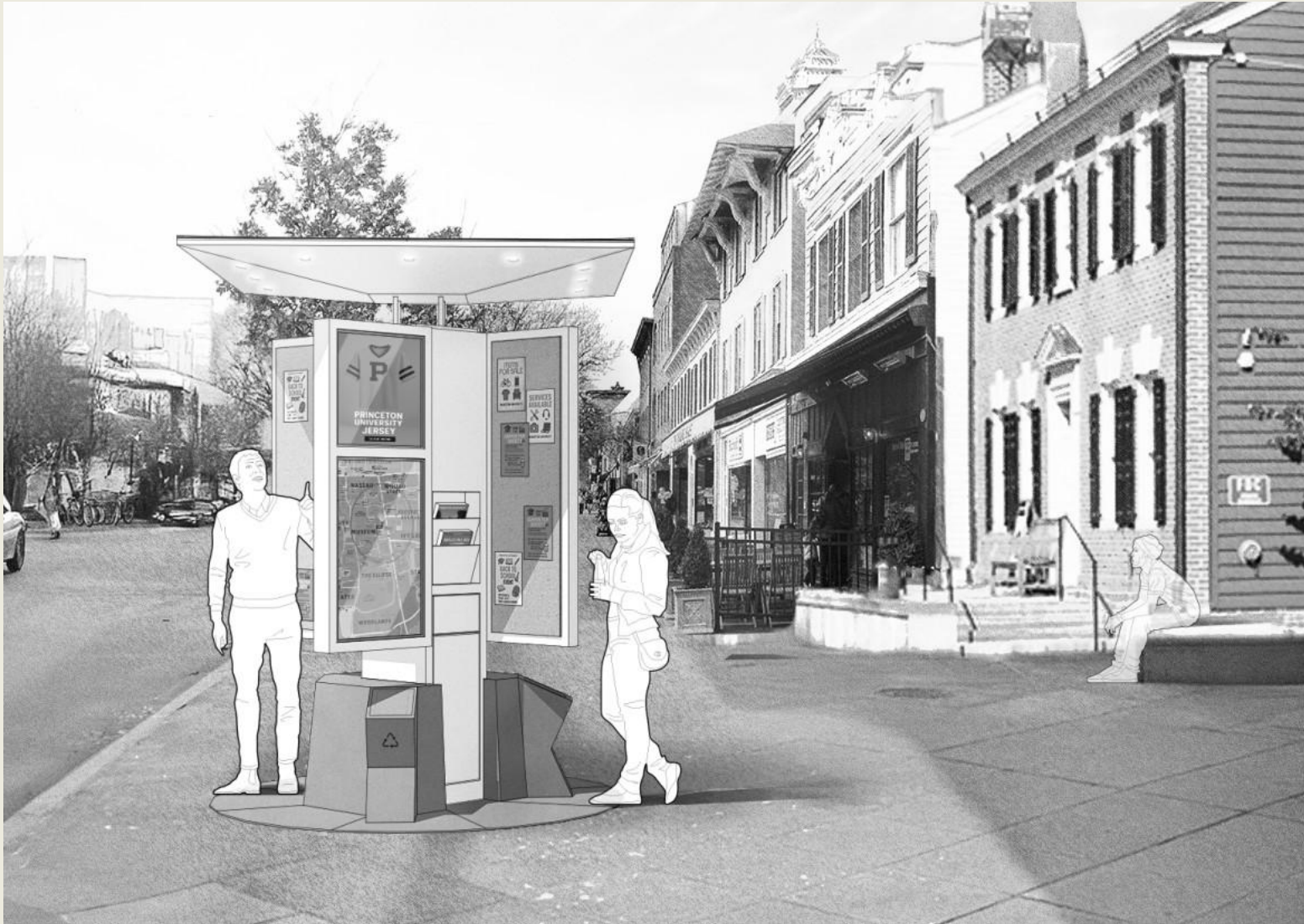
The Vestige

Design by

HDR

Architecture

Professional Design – 2nd Place



Princeton Kiosk 25

Design by
SPG Architects

Professional Design – People’s Choice



The Pivot Point

Design by

**Corporate
Design of
America P.C.**

Student Design – 1st Place



Revolve

Design by
Jonathan Chu &
Jonathan Fenton
NJIT

Student Design – 2nd Place



Beacon Kiosk

Design by
Sofia Kolta, Aisha Awad &
Mahum Azim
NJIT

Student Design – 3rd Place



Waypoint

Design by
Gregory DeStefano
Kean University



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: 0018

Agenda Date: 3/9/2026

Agenda #: 2.

Palmer Square's Proposed 2026 Events Calendar for Council Approval

PALMER SQUARE 2026 EVENTS CALENDAR

NOTE: THESE EVENTS ARE SUBJECT TO CHANGE.

On February 5th, 2026 Palmer Square Management, L.L.C. requests permission to use the park-like area known as The Green and the PSW, PSE, PSN, 1 PS right-of-way areas for a series of annual downtown events.

A Certificate of Insurance in the amount of \$1,000,000 naming the Mayor and Council of Princeton as *Certificate Holder* and *Additional Insured* is on file in the Clerk's office through January 1, 2027.

The contact for each event held in Palmer Square is Elizabeth Egan, Director of Marketing, 609.751-3369 or eegan@palmersquare.com.

Palmer Square will work closely with Police and other officials re: Road Closures, Traffic Control and/or Health Permits. Noise permits and Public Assembly permits will be obtained by Palmer Square Management for their events when required. We will also work closely with the health department regarding gathering limitations and guidelines. Any changes or additions to this schedule will be communicated to Clerk's office.

SPRING [MAR 20-JUN 20]

- Strolling Bunny

- **DATE(S):** Every Saturday & Sunday [March 21, March 22, March 28, March 29, April 4]
- **TIME:** 1pm-3pm
 - The Spring Bunny will stroll the Square during peak traffic hours to take photos with guests, hop into shops, and spread joy!

- Princeton Porchfest- Arts Council of Princeton [Town-Wide Event]

- **DATE(S):** Saturday, April 25
- **TIME:** 12pm-6pm [After-Party Time TBD]
 - Porchfest is an annual family-friendly event featuring various musicians who play free shows on porches throughout the neighborhood. Palmer Square will host a porch for the after-party on the Green that includes music and food/beverage.

- Storytime on the Green

- **DATE(S):** Saturdays in May [5/2, 5/9, 5/16, 5/23, 5/30]
- **TIME:** 10am-10:30am
 - Storytime is a half-hour event welcoming families and children to sing, dance, and read with Jeff Trainor. "Celebrity guest readers" include business owners, local officials, partners, etc. Patriotic books will be incorporated for the 250th celebration.

- Square After Sunset

- **DATE(S):** Thursdays in June [6/4, 6/11, 6/18, 6/25]
- **TIME:** 6pm-8pm
 - This event will promote late-night business hours on Thursdays with shopping, entertainment, and the arts! Both restaurants and retailers will participate in offering discounts and specials for two hours in the spring. Community non-profits and local artists will also participate.

SUMMER [JUNE 21-SEPT 22]

- **Summer Music Series**
 - **DATE(S):**
 - *Saturdays in June (6/6, 6/13, 6/20, 6/27)*
 - *Saturdays in July (7/11, 7/18, 7/25)*
 - *Saturdays + one Sunday in August (8/1, 8/2, 8/8, 8/15, 8/22, 8/29)*
 - **TIME:** 1pm-3pm
 - A sophisticated mix of musicians perform each Saturday on the Green to activate the atmosphere of the Square and entertain the community.

- **JaZams Block Party [30th Anniversary]**
 - **DATE(S):** Sunday, June 21st
 - **TIME:** 4pm-8:30pm
 - JaZams will be celebrating their 30th Anniversary with a big block party! This friendly-family community event will be held outside on Palmer Square West and the Green, including community partner booths, food, free activities, carnival games, and music.

- **Movie Nights on the Green**
 - **DATE(S):**
 - *Friday, June 26*
 - *Friday, July 17*
 - *Friday, August 14*
 - **TIME:** Starts around 8:30pm [sundown], June 26 will start at 6pm.
 - Outdoor, family-friendly movies are shown on the Green. Princeton Public Library and other community partners will have games to bring awareness to their summer reading initiative. In preparation for 250th Semiquincentennial celebrations, movies will be themed, with June's date serving as an outdoor BBQ featuring American classic food and drink, plus music.

- **Dueling Pianos on the Green**
 - **DATE(S):**
 - *Thursday, August 6*
 - *Thursday, August 13*
 - *Thursday, August 20*
 - *[rain date: Thursday, August 27]*
 - **TIME:** 6pm-8pm
 - Three high-energy, all request sing-along shows will take place on the Green. Food and beverage will be sold by restaurants on the Square.

- **Summer Sidewalk Sale**
 - **DATE(S):** Thursday, July 30 through Sunday, August 2
 - **TIME:** [Th/Fr: 10am-8:30pm, Sat: 10am-6pm, Sun: 12pm-5pm]
 - A four-day sidewalk sale, featuring great deals from businesses on the Square. This event will also coincide with Summer Music Series and Nassau Inn's *Spirit of '76 BBQ*.

- **Fall Music Series**
 - **DATE(S):**
 - *Saturdays in September [9/5, 9/12, 9/19, 9/26]*
 - *Saturdays in October [10/3, 10/10, 10/24, 10/31]*
 - **TIME:** *1pm-3pm*
 - A sophisticated mix of musicians perform each Saturday on the Green to activate the atmosphere of the Square and entertain the community.

- **Festival Cultural Latino [with Mi Pueblo Lindo & Princeton Public Library & Princeton University]**
 - **DATE(S):** *Sunday, September 27th [Rain Date: Sunday, October 4]*
 - **TIME:** *1pm-5pm*
 - This festival is a celebration of Hispanic Heritage Month with a day full of live musical and dance performances, local arts and craft vendors, free children’s activities, etc. The location is split between Hinds Plaza and Palmer Square. Palmer Square restaurants can participate with event-inspired food and beverages on the Green or in-store.

- **Triumph Oktoberfest**
 - **DATE(S):** *Saturday, October 17th*
 - **TIME:** *1pm-5pm*
 - This community event will support the Arts Council of Princeton and will include a live German band, traditional German food, Triumph Beer, and fall activities like face painting and pumpkin decorating on the Green.

- **Spirits on the Square**
 - **DATE(S):** *Fridays in October [10/2, 10/9, 10/16, 10/23, 10/30]*
 - **TIME:** *4pm-6pm*
 - This event will activate the Square during the month October with music performances on the Green, as well as special happy hours, promotions, and discounts from restaurants and retailers.

- **Fall Fest**
 - **DATE(S):** *Sunday, October 18th [Rain Date: Sunday, October 25th]*
 - **TIME:** *1pm-4pm*
 - This fall-themed community event will have different musical performances, themed activities, food and beverage, in-store promotions, and a live pumpkin carver. Collaboration with community partners, including Arts Council of Princeton and Princeton Public Library.

- **Hometown Halloween Parade - Arts Council of Princeton [town-wide event]**
 - **DATE(S):** *TBD – dependent on Arts Council.*
 - **TIME:** *5pm-6pm*
 - Local families will meet on the Green to kick off a festive day of tricks and treats, highlighted by the Princeton University marching band leading the parade to the YMCA.

HOLIDAY [NOV 27-DEC 31]

- **Annual Tree Lighting**
 - **DATE(S):** *Friday, November 27*
 - **TIME:** *5pm-6pm*
 - Town-wide holiday kick-off, with musical performances, dueling pianos, ice carving, and an appearance by Santa to help us light the tree for the season!

- **Strolling Entertainment & Santa**
 - **DATE(S):** *Saturdays and Sundays [11/28, 11/29, 12/5, 12/6, 12/12, 12/13, 12/19, 12/20]*
 - **TIME:** *1pm-3pm*
 - A cappella singers and Santa will stroll Palmer Square to spread joy and create a festive atmosphere during the holiday season.

- **Annual Menorah Lighting**
 - **DATE(S):** *TBD – dependent on Jewish Center of Princeton*
 - **TIME:** *4:30pm-5:30pm*
 - Community ceremonious lighting of the Menorah on the Nassau Inn Patio, in partnership with the Jewish Center of Princeton. There will be hot cocoa, courtesy of the Yankee Doodle Tap Room.

- **Holiday Jam and Toy Drive with Princeton University**
 - **DATE(S):** *TBD – dependent on Princeton Office of the Dean of Undergraduate Students*
 - **TIME:** *5pm-7pm*
 - A variety of Princeton University a capella and performance groups will be singing and collecting Holiday toys for children. They will partner with local businesses to provide food and beverages on the Green.

- **BYOB Historically Hilarious Holiday Trolley Tour of Princeton**
 - **DATE(S):** *TBD—dependent on Princeton Tour Company*
 - **TIME:** *Tours will run from 10am-5pm*
 - Trolley Tours will be offered every two hours for up to 35 people (150 ppl total per day). Tours will be guided by Princeton Tour Company. Tour begins and ends on the Square.

- **Christmas Eve Sing-a-Long**
 - **DATE(S):** *Thursday, December 24,*
 - **TIME:** *5pm-6pm*
 - The Christmas Eve Brass Band leads a community sing-a-long on the Green. This event is free and open to the public.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: 0019

Agenda Date: 3/9/2026

Agenda #: 3.

Princeton Triathlon 2026 Proposal presented by Shawn Elwood



PRINCETON TRIATHLON

2nd Annual Proposal

Executive Summary

- ❑ This proposal is for the 2nd Annual Princeton Triathlon to be held in Princeton, 2026.
- ❑ The 1st Annual Princeton Triathlon event was held in June, 2025 and was very well received (details in following slides).
- ❑ There are suggested modifications for this year's event related almost entirely to participant and other feedback.
- ❑ We look forward to working closely again with Princeton Department Heads to create and run an outstanding event.

Outline

- ❑ Proposal Summary & Background
- ❑ 2025 Event Recap
- ❑ 2026 Proposed Event Overview
 - Details of Proposal
 - Safety Considerations

What is a Triathlon?

- A triathlon is an endurance event that starts with a Swim, then Bike, then Run
 - Triathlon is a featured Olympic sport
 - It is one of the fastest growing sports in the US
 - They are excellent for health and well-being
 - There are many different lengths as follows:

	Swim	Transition 1	Bike	Transition 2	Run
Supersprint	.25 mile		5 mile		1.5 mile
Sprint	.5 mile		10 mile		3 mile
Olympic	1 mile	Swim to Bike	28 mile	Bike to Run	6 mile
Half Iron	1.5 mile		56 mile		13 mile
Iron Man	2.5 mile		112 mile		26 mile

Princeton Multisport Overview

The Princeton Multisport 501(c)(3) organization has established itself as a leader at the local, state, and national level by:

- Laying the foundation for the Princeton High School Triathlon Club.
 - 50+ active members.
 - 3x NJ State Champions and Delaware State Champions.
 - Many local and national sponsors.
 - Featured in [Town Topics](#) as well as a [national case study](#) by USA Triathlon.
- Catalyzing the growth of Wave2Wave.
 - First triathlon club of its kind and fastest growing in the country with 100+ members.
 - Promotes access to multisport for all, including those with disabilities.
 - Offers financial aid for equipment to break barriers for entry into multisport.
- Organizing the Princeton Triathlon!



Outline

- ❑ Proposal Summary & Background
- ❑ 2025 Event Recap
- ❑ 2026 Proposed Event Overview
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2025 Full Course



2025 Event Accomplishments

One of three Youth NJ championship courses!

Estimated

500+

total community involvement

- Nearly sold out at 250 competitors
- 22 local and national companies supported
- Participants drawn from 4 different states

Of all profit,

100%

went to charity

- Dare2Tri - aids athletes with disabilities nationally
- Princeton First Aid & Rescue Squad
- Plans to expand charitable donations

Satisfaction rating of

94%

from a survey of participants

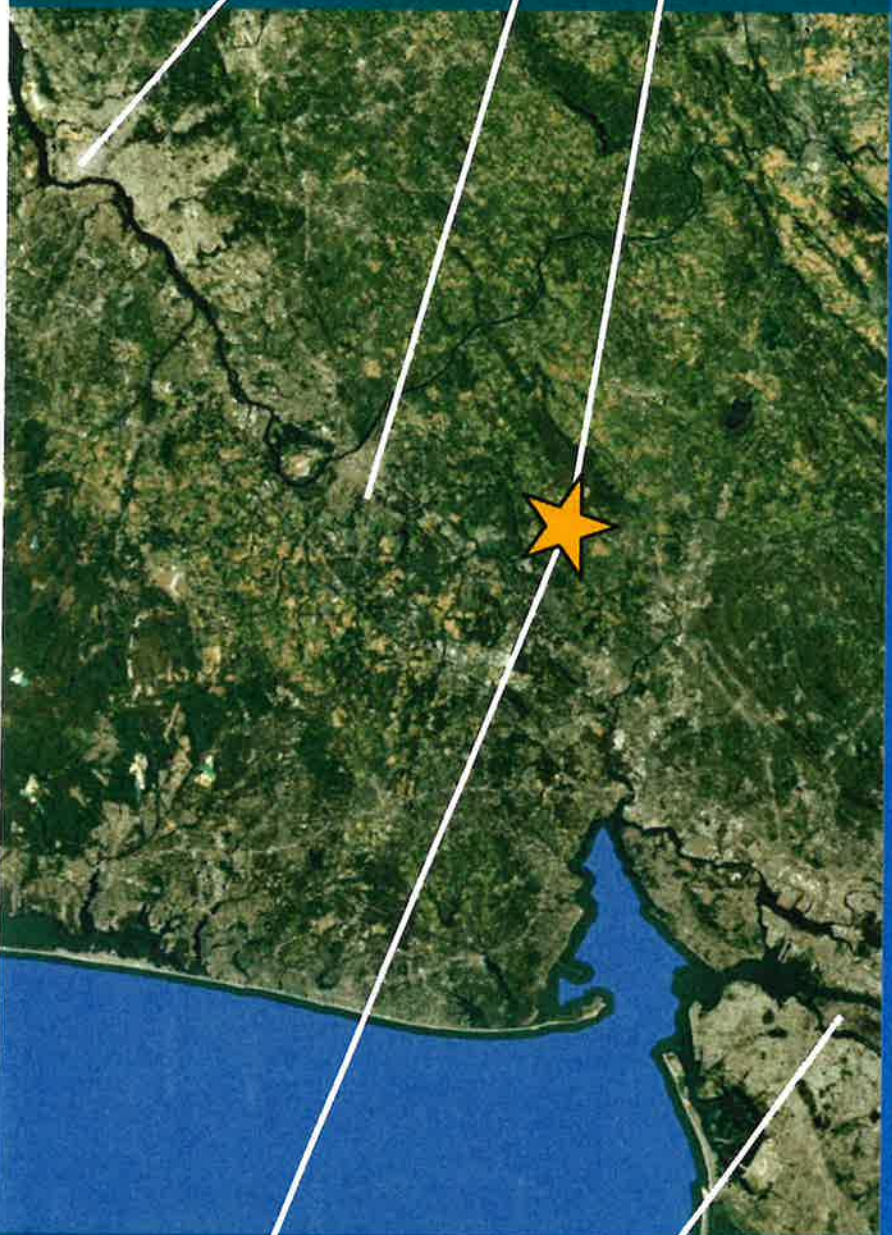
- Extremely high praise from dozens of participants and families
- Many requests to create an annual event
- Event success featured in [Town Topics](#)

2025 Event Community Feedback

"I was very impressed by this race. This was a very accessible tri for a first timer and enjoyable for the more seasoned athlete as well."

"Really enjoyed the short, fast race and plan on doing it again next year! Love that it supports a local HS tri team."

"I told several people that this was one of the best organized triathlons that I have ever competed at! It was hard to believe that it was the inaugural event. Thank you for a well organized and SAFE event."



"You all did an AMAZING job organizing this! The athlete guide was so detailed and organized! Loved the video walk through of the bike and run courses! The event as a whole was very well run."

"It felt like a real community experience. So great to see all ages and abilities taking part. I hope you keep finding ways to grow the sport in the area. Thanks so much and well done in organizing a terrific event!"

Key Takeaways

- ❑ Parking system
 - CP field lot fills up fast
 - Better signage
- ❑ Transition area
 - Better communication with signage and volunteers
 - Bush area protection
 - Need restrooms closer to transition
- ❑ Bike course
 - Better communication with signage and volunteers

Event Partners



Dare2Tri

- Aids disabled athletes across the country.
- Helped with accessibility aspect of course.
- Event beneficiary.



USAT

- National triathlon oversight organization.
- Provided insurance among other benefits.
- Helped with event promotion.



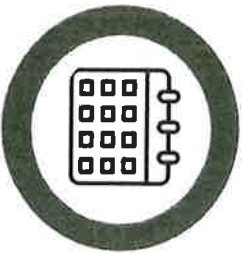
DQ Events

- Manages 100s of events over NJ.
- 20+ year of experience.
- Provided web services, timing, equipment, etc.

Outline

- Proposal Summary & Background
- 2025 Event Recap
- **2026 Proposed Event Overview**
 - Details of Proposal
 - Safety Considerations

2026 Event Overview



Date*

June 6, 2026



Participants

~500 athletes
100+ members of
PHS athletics have
expressed interest



Safety

Insurance provided
for event through
USAT
Large volunteer
team partnered with
to assist athletes
Lifeguards will be
on duty



Proceeds

PHS Triathlon Club
Dare2Tri (benefits
athletes with
disabilities)
Princeton Township
Departments

Broader Community Benefit

“As a non-profit specializing in adaptive sports, we equip athletes of all abilities to break through barriers, achieve their personal best, and experience the life-changing impact of physical activity. Whether it’s through recreation, competition, or community events, we provide the resources, support, and inclusive environment that athletes need to thrive.”

- Dare2Tri

This unique event, only one of its kind, reaches further than athletics to provide a community wellness event that is supported by neighboring towns and benefits the township and a non-profit for those with disabilities.



2026 Proposed Course

	Swim	Transition 1	Bike	Transition 2	Run
Supersprint	.25 mile		5 mile		1.5 mile
Sprint	.5 mile		10 mile		3 mile
Olympic	1 mile	Swim to Bike	24 mile	Bike to Run	6 mile
Half Iron	1.25 mile		56 mile		13 mile
Iron Man	2.5 mile		112 mile		26 mile

2025 - 2026 Overview of Changes

Feedback

- Increased participant count to accommodate USAT High School State Championship.
- Popular demand for sprint distance and desirable for USAT.

Changes

- Participant cap increased from 250 to 500 people.
**reduced from 750*
- Sprint distance event included along with supersprint.

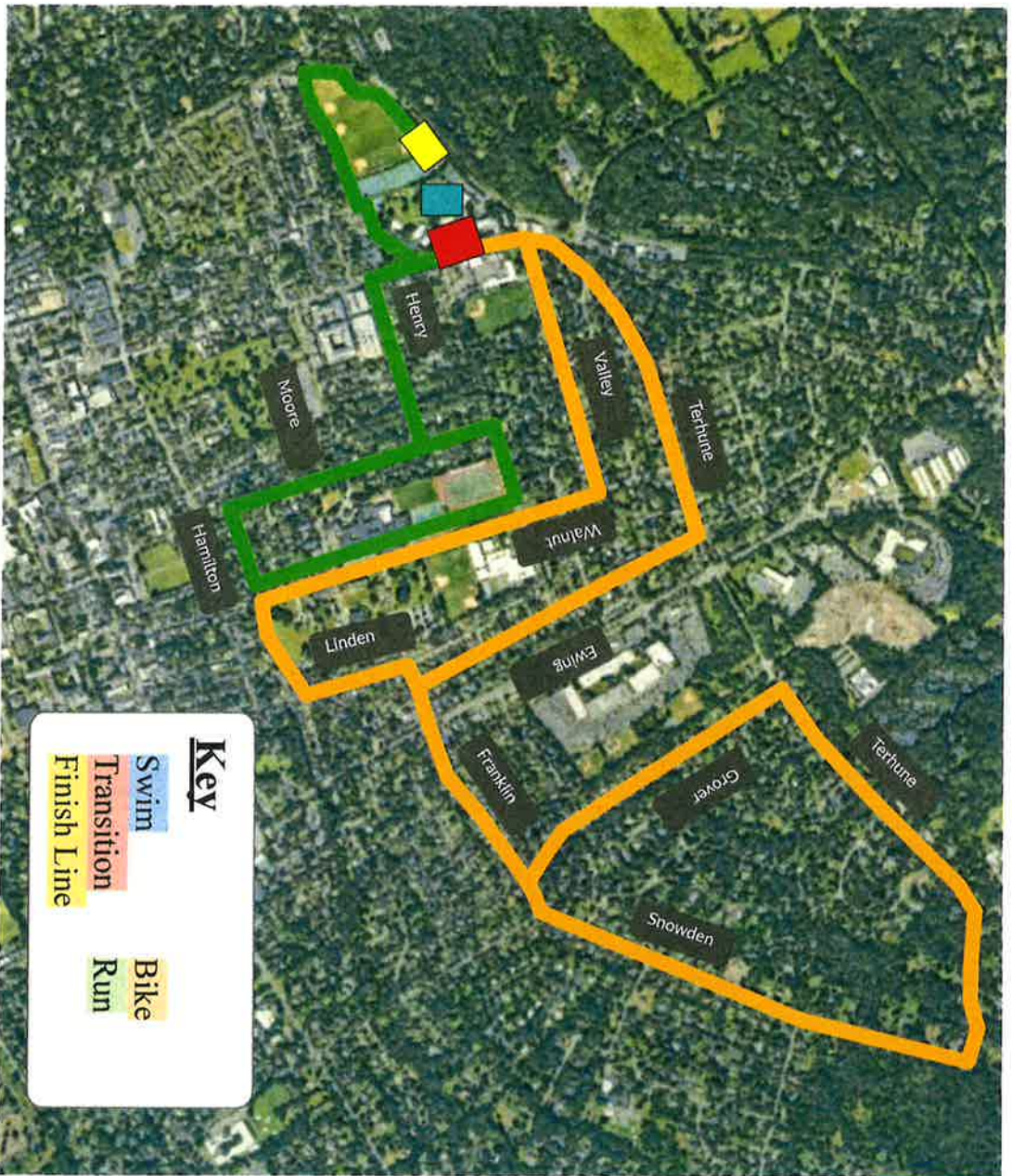
Reasoning

- Opportunity to align with USAT on state championship is a huge one for the town of Princeton.
- Community support and participation is very high so want to accommodate as much as possible.

Outline

- ❑ Proposal Summary & Background
- ❑ 2025 Event Recap
- ❑ 2026 Proposed Event Overview
 - **Details of Proposal**
 - Safety Considerations

2026 Course



Bike

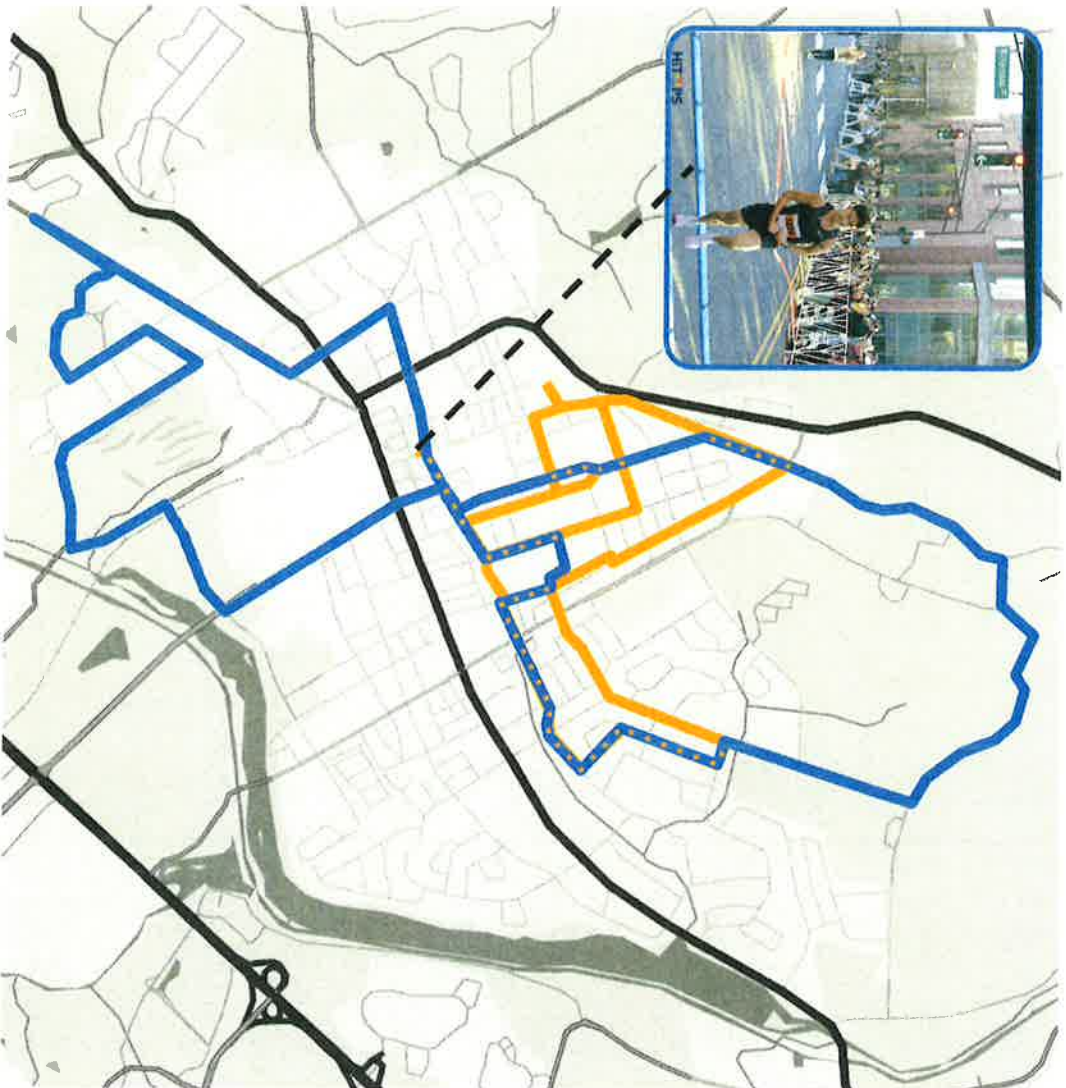
- Youth - one small loop
- SuperSprint - one large loop
- Sprint - two large loops
- Major street intersections: Witherspoon, Hamilton, North Harrison
- Estimated closure time: 9:25am

Run

- Kids - straight to park
- SuperSprint - Moore and back
- Sprint - whole course out/back
- Two aid stations (in the park and at Moore x Henry)
- Major street intersections: Wiggins, Witherspoon
- Estimated closure time: 9:50am

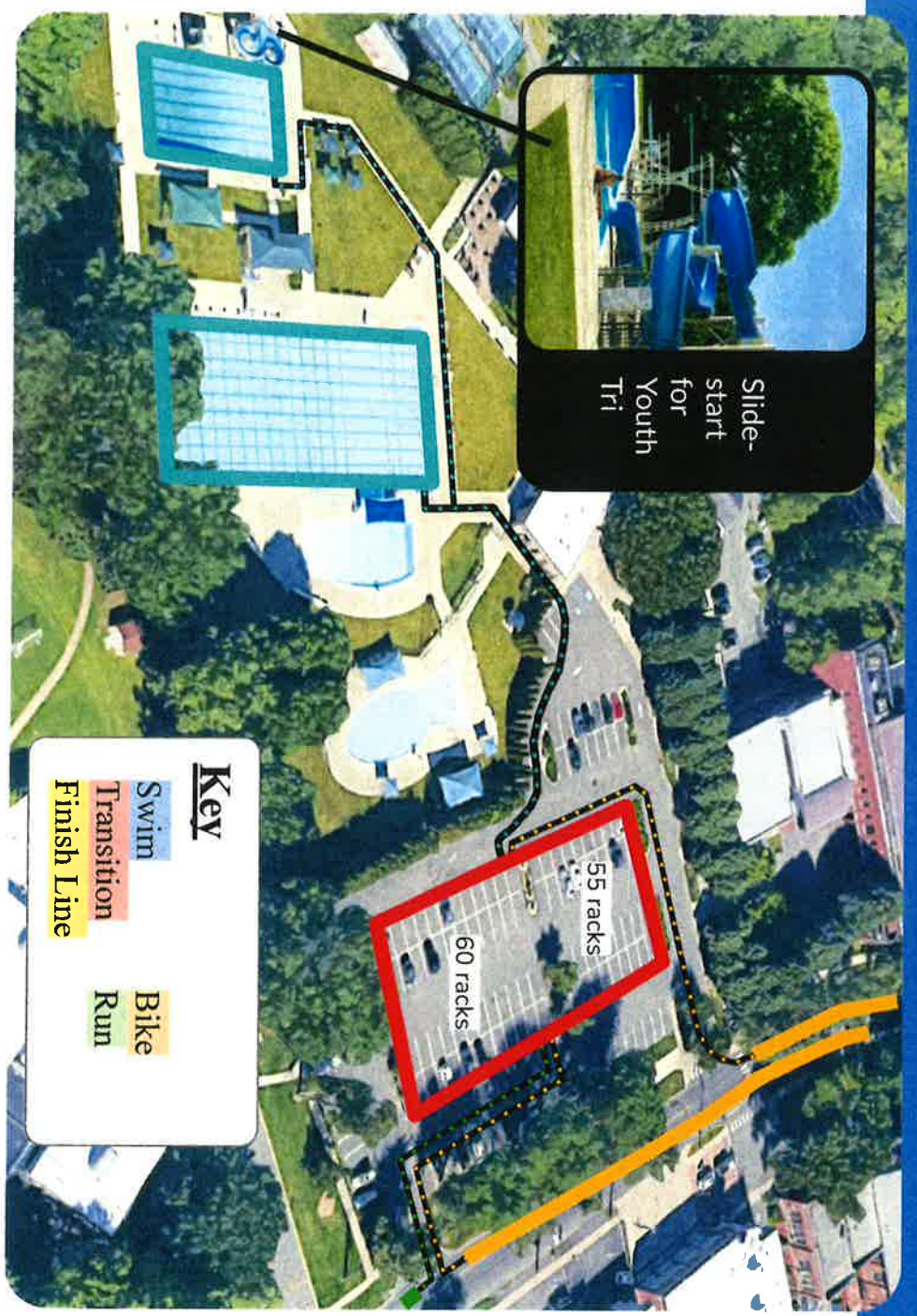
Comparison to Other Princeton Events

Event	Timing	Total Road Closure Time for Event	Footprint covered	Participants	Major street intersections	Other Info
Princeton Triathlon	7:00-10:00am	2 hours 50 min (>75% roads open at 2 hours 25 mins)	6.5 miles	500	Witherspoon, Hamilton, North Harrison	
Princeton 5k	8:30-10:00am	1 hour 5 min	2.7 miles	500	none	
Princeton Half Marathon	7:00-11:30am	3 hours 30 min	~12.5 miles	1,770	Nassau, Alexander, and others	Crosses state and county roads
Critical Mass Princeton	7:00-8:00pm	1 hour 10 min *on open road	3.8 miles	~200	Nassau, Valley, North Harrison, Witherspoon	~45 cyclists on road at the same time (escorted by police)



Princeton Triathlon & Princeton Half Marathon Course Overlay

T1/T2 & Swim



Swim

- Youth - dive well (100m)
- SuperSprint - main pool (300m)
- Sprint - main pool (400m)
- Volunteers controlling lines
- Spectator and participant areas marked off
- Time trial start for all
- 5-15 seconds between

Transition

- Separate area per group to avoid confusion
- Extremely clear signage and volunteers onsite to help
- Staggered start reduces congestion

Timeline to Event

January, 2026

Event posted on NJ
Triathlon website and
registration opens

June, 2026

Hold event in
Princeton



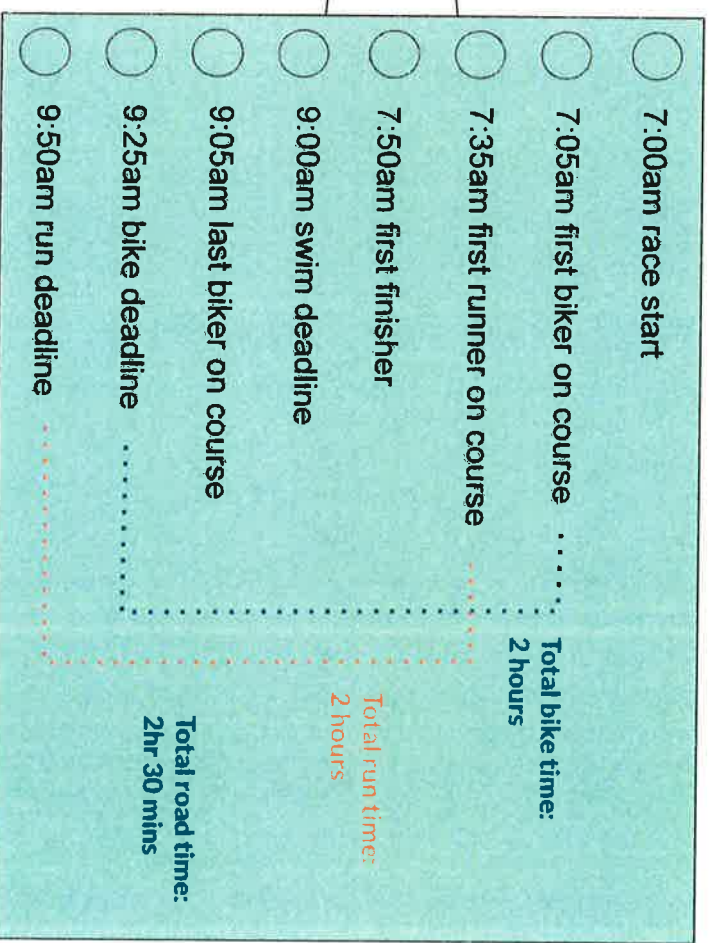
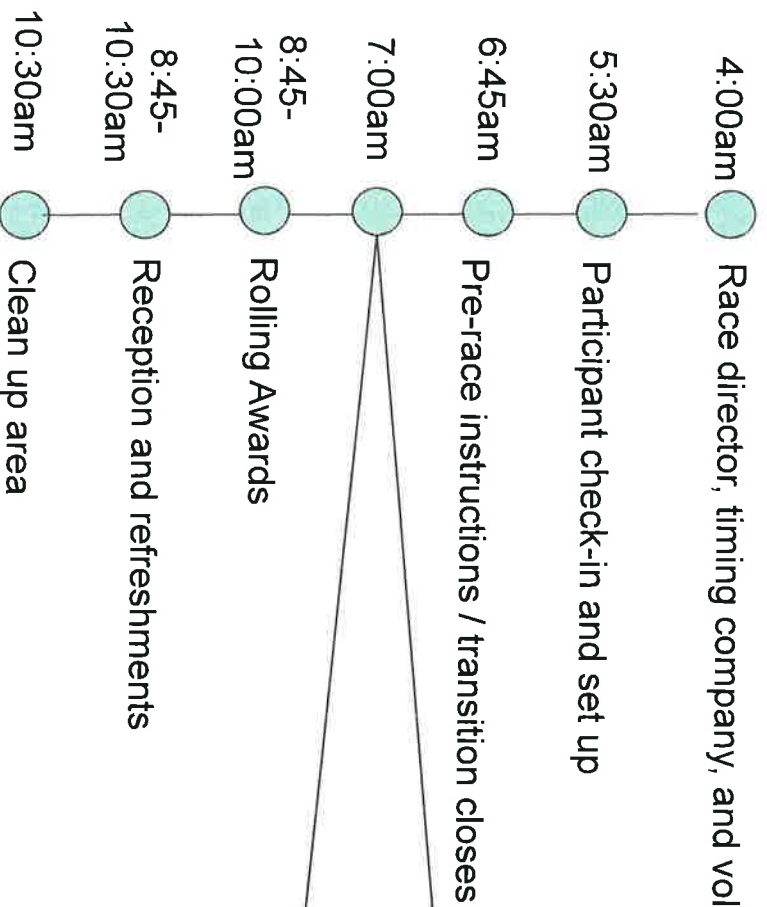
December, 2025

Review proposal with
department heads to ensure
logistics are ideal

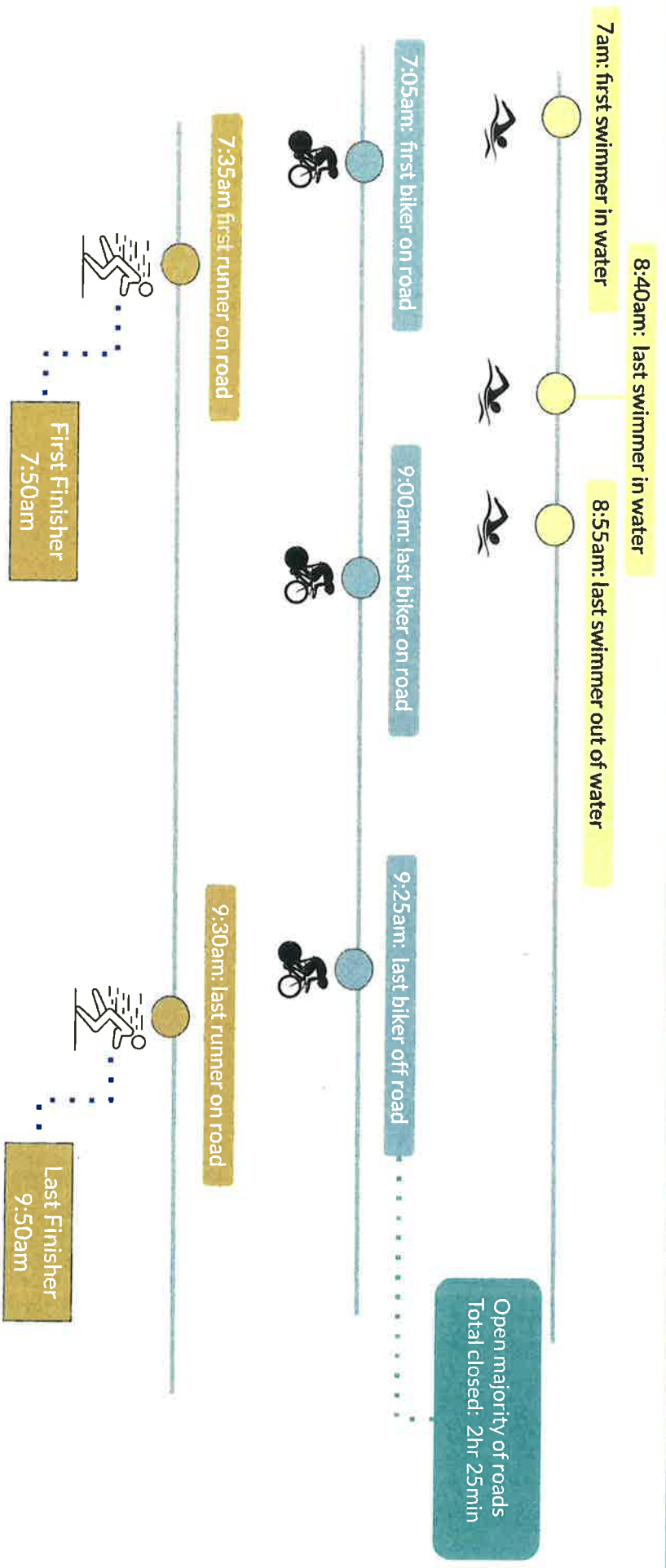
May, 2026

Full walkthrough of entire
event with police and
volunteers to ensure all
steps are ready for event

Race Day Timeline and Breakdown



Another Look at Timing



Finish Line

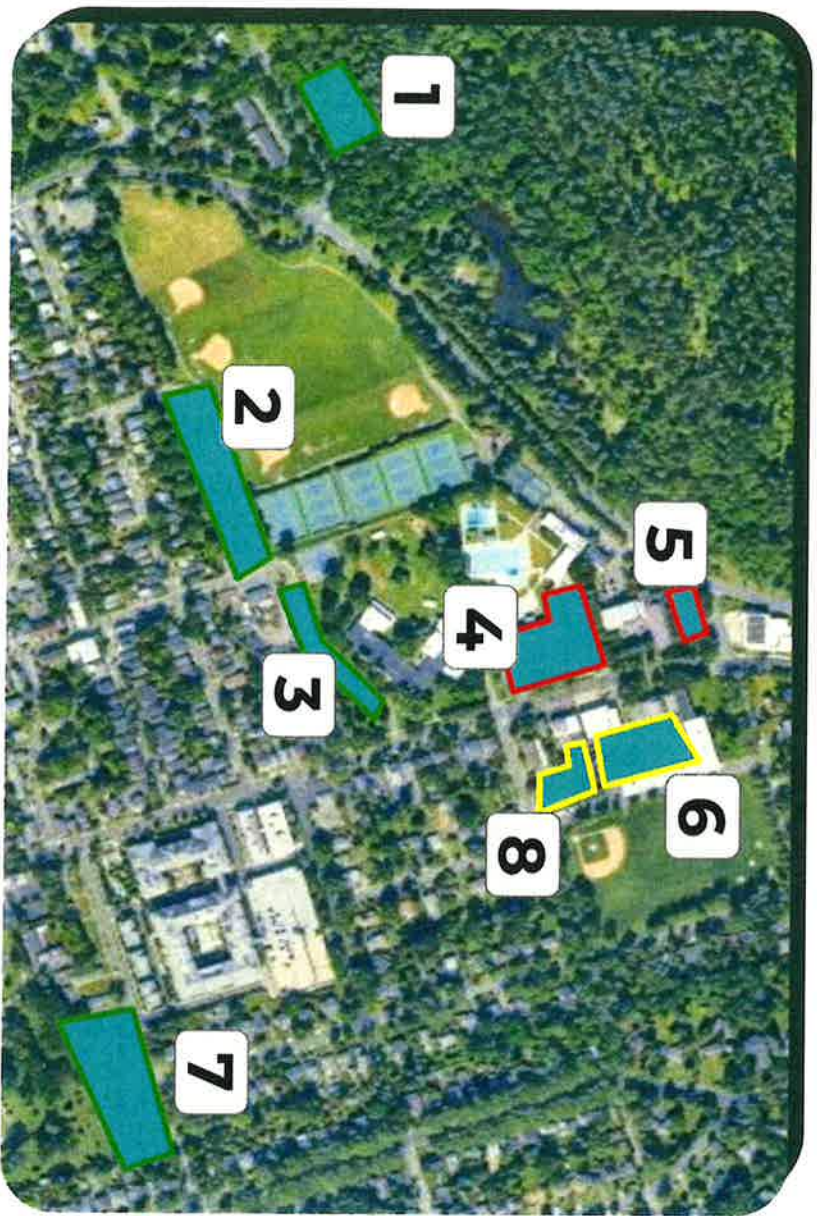


Finish line inside CP Park by the pavilion with music, friends and family, community members, and refreshments



Water, food, and awards will be provided under the pavilion - all participants will get a medal and a shirt, winners will get a plaque. Area will be cleaned and emptied by 11am.

Event Parking



- 1** Mountain Lakes Lot (~75)
 - Secondary participant parking
 - 2** CP Field Lot (~115)
 - Primary participant parking
 - 3** CP Elementary Lot (~55)
 - Primary participant parking
 - 4** CP Pool Lot (~100)
 - Only for transition
 - 5** Police Lots (~105)
 - For township vehicles in the area
 - 6** Municipal Lot (~50)
 - Township or participant?
 - 7** Franklin Lot (~250)
 - Participant overflow parking
 - 8** Contes Lot (~75)
 - Participant parking with permission
- Total:** ~620 spots in immediate area
- Not including street parking
 - Not including lots 4 or 5

Important Notes

- Mandatory course closure times in place to free up streets.
- Some participants biked or car-pooled to the event which frees up parking.
- Beginner-friendly course with volunteer support throughout.
- All participants receive a shirt upon registration and medal upon finishing.
- Portable restrooms could be dropped right outside of the CP parking lot and removed day of which increases accessibility.

Outline

- Proposal Summary & Background
- 2025 Event Recap
- 2026 Proposed Event Overview
 - Details of Proposal
 - Safety Considerations

Levels of Event Safety

Volunteer Force

A volunteer force of ~50 will be assisting with all aspects of safety throughout the whole event.



Support from National Organizations

The national timing company, DO events, and the national triathlon oversight organization, USA Triathlon are both in support of this event. Mainly, this includes **provided** insurance for the event.

Professional Safety Personnel

Stationed around the event, including police officers, EMS personnel, lifeguards, department of public works

Additional Safety Considerations

Pool Safety

- Recommendation: 4 lifeguard on stand in main pool, 3 in dive well.
- Main pool entry / exit on stairs with volunteers and lifeguards present to insure safety.
- The maximum number of swimmers in the pool at once will not exceed ~90.

Transition Zone Safety

- Clearly marked with caution tape and signage.
- Volunteers present in transition area to assist participants.
- Specific groups separated in transition to avoid confusion and to streamline competitors.

Bike Course Safety

- Clearly marked with signage and volunteers at major intersections.
- Police present to keep cars off the roads being used by the course.
- Bike shops present as sponsors to assist with pre-race mechanical issues.
- USAT rules enforced (includes required helmets and other safety items).
- Volunteers roaming to insure course-wide safety.



Additional Safety Considerations (cont.)

Run Course Safety

- Clearly marked with signage and volunteers at major intersections.
- Caution tape to separate runners and avoid congestion on the course.
- Aid (water, etc.) stations at two locations along the course.
- Police presence to insure safety on roads.

Other Precautions Taken

- Actively completing the USAT sanctioning process with local representatives to acquire insurance and other important items.
- Timing company (DQ Events) with 20+ years of experience in running events.
- EMT vehicle present dedicated to the event.
- All heads of involved departments involved in planning and oversight.



**Thank you for
considering this
proposal**



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: 0020

Agenda Date: 3/9/2026

Agenda #: 1.

Work Session Regarding Streetscape Enhancements in the Central Business District



Central Business District Streetscape Work Session

March 9, 2026 Council Meeting

Request

- Make upgrades to Nassau Street (Bayard Lane – Moore Street), Witherspoon Street (Nassau Street – Paul Robeson), and Hinds Plaza
 - Replace trash receptacles on streets
 - Replace / add seating on streets and Hinds Plaza
 - Repair / clean the kiosks at Witherspoon and Vandeventer
 - Plant flowering annuals and perennials in tree wells on streets in addition to the streetlight baskets and planters
 - Remove unlicensed newspaper boxes
- Experience Princeton streetlight banner placement

Trash Receptacle Proposal



*Current Receptacle on Right:
Victor Stanley (Recycled Solid Steel Bar)*

Replace trash receptacles on streets using Clean Communities grant funding to reduce DPW injuries and illegal dumping of household waste



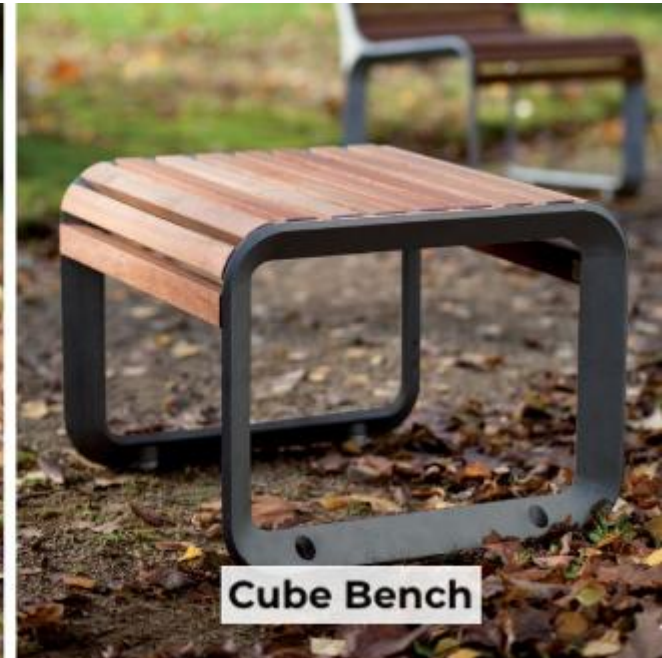
*Landscape Forms "Poe" in Dusk
Heavy-duty Cast and Extruded Aluminum 617*

Trash Receptacles Tested But Not Selected



Bench Seating Proposal

On Nassau Street, the teak bench seating may be replaced with a variety of seating styles



mmCite "Portiqoa" powder coated aluminum in Traffic Grey B with thermally modified wood slats

Bench Seating Comparison



*Existing Bench:
Country Casual Teak "Monarch" Solid Teak*



Hinds Plaza Seating Replacement



Existing Tables and Chairs



Proposed Tables and Chairs in Grey
(not Green shown above)



GREY 65

Kiosks

Repaint / replace
façade materials as
needed on the
existing kiosks



Newspaper Boxes

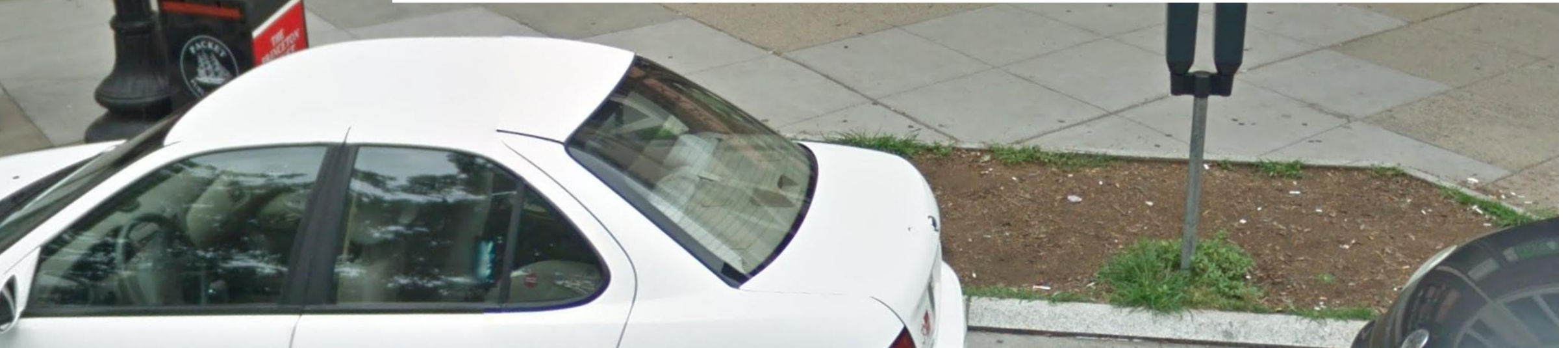


Upon public notification by the Clerk's Office, remove unpermitted newspaper boxes in accordance with N.J.A.C. 16:41B and legal advice



Cleaning / Landscaping Enhancement

- Annual planting of existing streetlight baskets and large pots will incorporate a red, white and blue color scheme
- **NEW** Plant vacant tree wells with flowering annuals and perennials in a red, white and blue color scheme



Proposed Budget Request

Proposed budget ≈ \$410,000

- Clean Communities Grant Funds can be used for trash receptacles (≈ \$145,000)
- Nassau Streetscape funds can be used for benches on Nassau Street (≈ \$195,000)
- Operating budget will be used for plant materials and kiosk materials (≈ \$20,000)
- Witherspoon Street funds can be used for benches and seating on Witherspoon Street and Hinds Plaza (≈ \$50,000)
- Possible contribution from EP toward landscaping

Thank you

Deanna Stockton, P.E., C.M.E.

Deputy Director

Department of Infrastructure & Operations

Engineering@princetonnj.gov



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 26-10

Agenda Date: 3/9/2026

Agenda #: 1.

An Ordinance of the Municipality of Princeton Amending “The Code of the Borough of Princeton, New Jersey 1974” to Add thereto a New Chapter Entitled “Filming”- Roll Call

ORDINANCE #2026-10

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING “THE CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY 1974” TO ADD THERETO A NEW CHAPTER ENTITLED “FILMING”

BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Regulations pertaining to filming established as new Chapter B23 of the “Code of the Borough of Princeton, New Jersey 1974.” The “Code of the Borough of Princeton, New Jersey 1974” is hereby amended by adding thereto a new chapter B23 entitled “Filming”, which shall read as follows:

CHAPTER B23. FILMING

§ B23-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

FILMING

The taking of still or motion pictures either on film or videotape or similar recording medium, for commercial or educational purposes intended for viewing on television, in theaters, major linear broadcast network or streaming platforms, or for institutional uses. The provisions of this chapter shall not be deemed to include the "filming" of news stories within the municipality.

MAJOR MOTION PICTURE

Any film which is financed and/or distributed by a major motion picture studio, including but not limited to the following:

- A. NBCUniversal, including Peacock;
- B. Warner Bros. Discovery, including New Line Cinema, HBO, DC Studios and Castle Rock Entertainment;
- C. Paramount Pictures, including Miramax, MTV Films, Showtime, Skydance, Dreamworks and Nickelodeon Movies;

- D. Walt Disney Studios, including 20th Century Studios, Searchlight Pictures, Hulu and Marvel Studios;
- E. Sony Pictures, including Columbia Pictures, Screen Gems and Tristar Pictures;
- F. Amazon MGM Studios;
- G. Netflix Studios;
- H. A24;
- I. Any film for which the budget is at least \$20,000,000; or
- J. Any recurrent weekly television series programming.

PUBLIC LANDS

Any and every public street, highway, sidewalk, square, public park or playground or any other public place within the municipality that is within the jurisdiction and control of the municipality.

§ B23-2. Permit required.

- (a) No person or organization shall film or permit filming on public or on private property where such filming involves the use of public property for the operation, placement or temporary storage of vehicles or equipment utilized in such filming, including, but not limited to, any temporary structure, barricade or device intended to restrict or block off pedestrian or vehicular traffic, without first having obtained a permit from the office of the Municipal Clerk, which permit shall set forth the approved location of such filming and the approved duration of such filming by specific reference to day or dates. Said permit must be readily available for inspection by municipal officials at all times at the site of the filming.
- (b) All permits shall be applied for and obtained from the office of the Municipal Clerk during normal business hours. Applications for such permits shall be in a form approved by the Municipal Clerk and be accompanied by a permit fee in the amount established by this chapter in § B23-13 herein.
- (c) If a permit is issued and, due to inclement weather or other good cause, filming does not in fact take place on the dates specified, the Municipal Clerk may, at the request of the applicant, issue a new permit for filming on other dates subject to full compliance with all

other provisions of this chapter. No additional fee shall be paid for this permit.

§ B23-3. Issuance of permits.

- (a) No permits will be issued by the Municipal Clerk unless applied for at least four or more business days prior to the requested shooting date; provided, however, that the Administrator may waive this period if, in his or her judgment, the applicant has obtained all related approvals and adjacent property owners or tenants do not need to be notified.
- (b) No permit shall be issued for filming upon public lands unless the applicant has provided the municipality with satisfactory proof of the following:
 - (1) Proof of insurance coverage as follows:
 - a. For bodily injury to any one person in the amount of \$500,000 and any occurrence in the aggregate amount of \$1,000,000.
 - b. For property damage for each occurrence in the aggregate amount of \$300,000.
 - (2) An agreement, in writing, whereby the applicant agrees to indemnify and save the municipality harmless from any and all liability, expenses, claims or damages resulting from the use of public lands.
 - (3) The hiring of an off-duty police officer for the times indicated on the permit, according to agreed upon public safety plan.
- (c) The holder of the permit shall take all reasonable steps to minimize interference with the free passage of pedestrians and traffic over public lands and shall comply with all lawful directives issued by the Police Department with respect thereto.

§ B23-4. Interference with public activity; notice of filming.

- (a) The holder of a permit shall conduct filming in such a manner as to minimize the inconvenience or discomfort to adjoining property owners attributable to such filming and shall, to the extent practicable, abate noise and park vehicles associated with such filming off the public streets.

- (b) The holder shall avoid any interference with previously scheduled activities upon public lands and limit, to the extent possible, any interference with normal public activity on such public lands. Where the applicant's production activity, by reason of location or otherwise, will directly involve and/or affect any businesses, merchants or residents, these parties shall be given written notice of the filming at least three days prior to the requested shooting date and be informed that objections may be filed with the Municipal Clerk, said objections to form a part of applicant's application and be considered in the review of the same. Proof of service of notification to adjacent owners shall be submitted to the Municipal Clerk within two days of the requested shooting date.

§ B23-5. Filming in residential zones.

Filming in residential zones shall be permitted Monday through Sunday between the hours of 7:00 a.m. and 9:00 p.m. (camera wrap) and 10:00 p.m. (crew wrap). Night filming restrictions shall only apply to Project with exterior filming. The setup, production and breakdown required by all filming shall be included in the hours as set forth herein.

§ B23-6. Refusal to issue permit; employment of patrolmen and electrician.

- (a) The Administrator may refuse to issue a permit whenever the Administrator determines, on the basis of objective facts and after a review of the application and a report thereon by the Police Department and by other municipal agencies involved with the proposed filming site, that filming at the location and/or the time set forth in the application would violate any law or ordinance or would unreasonably interfere with the use and enjoyment of adjoining properties, unreasonably impede the free flow of vehicular or pedestrian traffic or otherwise endanger the public's health, safety or welfare.
- (b) The Chief of Police reserves the right to require one or more on-site patrolmen in situations where the proposed production may impede the proper flow of traffic and according to the agreed upon public safety plan. The cost of said patrolman to be borne by the applicant as a cost of production. Where existing electrical power lines are to be utilized by the production, an on-site licensed electrician may be similarly required if the production company does not have a licensed electrician on staff.

§ B23-7. Appeals.

- (a) Any person aggrieved by a decision of the Administrator denying or revoking a permit or a person requesting relief may appeal to the Mayor and Council. A written notice of appeal setting forth the reasons for the appeal shall be filed with the Administrator.
- (b) An appeal from the decision of the Administrator shall be filed within ten days of the date of the Administrator's decision. The Mayor and Council shall set the matter down for a hearing within thirty days of the date on which the notice of appeal was filed. The decision of the Mayor and Council shall be in the form of a resolution supporting the decision of the Administrator at the first regularly scheduled public meeting of the Mayor and Council after the hearing on the appeal, unless the appellant agrees in writing to a later date for the decision. If such a resolution is not adopted within the time required, the decision of the Administrator shall be deemed to be reversed, and a permit shall be issued in conformity with the application or the relief shall be deemed denied.

§ B23-8. Waiver of requirements by the Administrator.

- (a) The Administrator may authorize a waiver of any of the requirements, provisions or restrictions of this chapter if the Administrator determines that a waiver thereof may be granted without endangering the public health, safety and welfare. In determining whether to issue a waiver, the Administrator shall consider the following factors:
 - (1) Potential traffic congestion at the location.
 - (2) The applicant's ability to remove the applicant's vehicles and equipment from the public streets or other public property.
 - (3) The extent to which the applicant is requesting restrictions on the use of public streets or public parking facilities during filming.
 - (4) The nature of the filming, including whether filming will take place indoors or outdoors, and the proposed hours for filming.
 - (5) The extent to which the filming may affect adjoining and nearby property owners and occupants.
 - (6) The municipality's prior experience with the applicant, if any.

§ B23-9. Copies of permit; inspections.

Copies of the approved permit will be sent to the Police and Fire Departments before filming takes place and to the New Jersey Motion Picture and Television Commission at njfilm@njeda.gov. The applicant shall allow the Fire Prevention Bureau or other municipal inspectors to inspect the site and the equipment to be used, if deemed necessary. The applicant shall comply with all safety instructions issued by the Fire Prevention Bureau or other municipal inspectors.

§ B23-10. Reimbursement of certain costs.

In addition to the fees or costs set forth in this chapter, the applicant shall reimburse the municipality for any lost revenue, such as parking meter revenue, repairs to public property or other revenues that the municipality was prevented from earning because of filming.

§ B23-11. Special regulations for major motion pictures.

- (a) Any days necessary to be used for setup and preparation for a major motion picture filming may, in the discretion of the Administrator, be counted as a filming day where such setup is anticipated to involve one or more of the factors set forth in § B23-9 hereof.

§ B23-12. Fees.

CATEGORY	FEE
Basic filming permit (4 or more days advance notice of the first day of filming)	\$100 (one-time charge) + daily rates set forth below
Expedited basic filming permit (3 or fewer days advance notice of the first day of filming)	\$250 (one-time charge) + daily rates set forth below
Basic filming permit for nonprofits, including student films	\$25 (one-time charge); no daily rate required
Additional charges	
Daily filming on public property: <i>Film and television projects with a budget under \$20mm</i>	\$150
<i>Film and television projects with a budget over \$20mm</i>	\$500

<i>Hiring of off-duty police and fire inspections, according to agreed-upon public safety plan</i>	Princeton's standard hourly rates for police and fire
<i>Use of Department of Public Works personnel</i>	Current salaried rate.
<i>Street closures</i>	\$1,000 for the first block; \$500 for each additional street that must be closed if it extends through an intersection with another street. Not to exceed \$5,000 per day.
<i>Properties in background - or used - in shot</i>	Fee to be negotiated between the production company and the private business or residence
<i>Daily prep of business that is being "dressed"</i>	Fee to be negotiated between the production company and the private business
<i>Daily filming of business that is "dressed"</i>	Fee to be negotiated between the production company and the private business
<i>Parking fees</i>	Same rates that are charged to the public

§ B23-13. Violations and penalties.

Any person who violates any provision of this chapter shall, upon conviction thereof, be punished by a fine not exceeding \$2,000; imprisonment for a period not to exceed 90 days; and/or performance of

community service for a period not exceeding 90 days, as determined by the Municipal Court Judge. Each day the violation continues shall be considered a separate offense and shall be subject to imposition of a separate penalty.

Section 2. Repealer. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Township of Princeton and the Code of Borough of Princeton inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

Section 3. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 4. Effective date; applicability. This ordinance shall take effect upon its passage and publication and as required by law; shall be applicable within the entire municipality of Princeton; and shall become a part of the new Princeton Code once completed and adopted.

Dawn M. Mount, RMC, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to establish permitting and other requirements for filming of motion pictures and television shows in Princeton.



MUNICIPALITY OF PRINCETON

Office of the Municipal Clerk
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5704
dmount@princetonnj.gov

MEMORANDUM

To: Mayor & Council of the Municipality of Princeton
From: Dawn M. Mount, Municipal Clerk
Subject: Amendments to Ordinance #2026-10- "Filming"
Date: February 17, 2026

On February 9, 2026, Ordinance #2026-10, entitled "An Ordinance of the Municipality of Princeton Amending "The Code of the Borough of Princeton, New Jersey, 1974" to Add thereto a New Chapter Entitled "Filming" was introduced. The proposed establishes permitting and other requirements for the filming of motion pictures and television shows in Princeton.

After introduction, the ordinance was forwarded to Film Ready NJ for their review and compliance with the certification process to become a "film ready" municipality. Film Ready NJ is a five-step certification and marketing program by the NJ Motion Picture & Television Commission that prepares municipalities to attract, support, and facilitate film and television productions. It standardizes permitting, educates local leaders on industry needs, and connects filmmakers with trained local liaisons to boost local economies in New Jersey. Upon review of our ordinance, Film Ready NJ made several corrections to our proposed ordinance that did not conform with the "film ready" designation. They suggested making the following corrections, **denoted in red**, to help us achieve the compliance needed to earn the "film ready" certification:

- **B23-3. Issuance of permits.**

(a) No permits will be issued by the Municipal Clerk unless applied for at least four **(instead of 5)** or more business days prior to the requested shooting date; provided, however, that the Administrator may waive this period if, in his or her judgment, the applicant has obtained all related approvals and adjacent property owners or tenants do not need to be notified.

- The hiring of an off-duty police officer for the times indicated on the permit, **according to agreed upon public safety plan**

- **B23-5. Filming in residential zones.**

Filming in residential zones shall be permitted Monday through **Sunday (instead of Friday)** between the hours of 7:00 a.m. and 9:00 p.m. **(camera wrap) and 10:00 pm (crew wrap)** (removed: *and Saturdays and Sundays between the hours of 8:00 a.m. and 9:00 p.m.*). **Night filming restrictions shall only apply to Project with exterior filming.** The setup, production and breakdown required by all filming shall be included in the hours as set forth herein.

- **B23-7. Refusal to issue permit; employment of patrolmen and electrician.**

(b) The **Chief of Police** (instead of: *municipality*) reserves the right to require one or more on-site patrolmen in situations where the proposed production may impede the proper flow of

traffic **and according to agreed upon public safety plan**. The cost of said patrolman to be borne by the

- **B23-12. Special regulations for major motion pictures.**

This entire section is omitted.

- **B23-12. Fees.**

CATEGORY	FEE
Basic filming permit (4 (instead of 5) or more days advance notice of the first day of filming)	\$100 (one-time charge) + daily rates set forth below
Expedited basic filming permit (3 (instead of 4) or fewer days advance notice of the first day of filming)	\$250 (one-time charge) + daily rates set forth below
Basic filming permit for nonprofits, including student films	\$25 (one-time charge); no daily rate required
Additional charges	
<i>Daily filming on public property</i>	\$500 per day
<i>Daily filming on private property</i>	No charge by the municipality
Daily filming on public property: Film and television projects with a budget under \$20mm	\$150
Film and television projects with a budget over \$20mm	\$500
<i>Hiring of off-duty police and fire inspections, according to agreed-upon public safety plan</i>	Princeton's standard hourly rates for police and fire
<i>Use of Department of Public Works personnel</i>	Current salaried rate (instead of \$100 per hour for each person used)
<i>Street closures</i>	\$1,000 for the first block; \$500 for each additional street that must be closed if it extends through an intersection with another street. Not to exceed \$5,000

	per day
<i>Properties in background - or used - in shot</i>	Fee to be negotiated between the production company and the private business or residence
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<i>Daily filming of business that is "dressed"</i>	Fee to be negotiated between the production company and the private business
<i>Parking fees</i>	Same rates that are charged to the public

If the above noted changes meet with your approval, please approve the amendments to the ordinance and carry the public hearing and adoption to the March 9, 2026 regular meeting.

ORDINANCE #2026-10

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING “THE CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY 1974” TO ADD THERETO A NEW CHAPTER ENTITLED “FILMING”

BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

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- A. NBCUniversal, including Peacock;
- B. Warner Bros. Discovery, including New Line Cinema, HBO, DC Studios and Castle Rock Entertainment;
- C. Paramount Pictures, including Miramax, MTV Films, Showtime, Skydance, Dreamworks and Nickelodeon Movies;

- D. Walt Disney Studios, including 20th Century Studios, Searchlight Pictures, Hulu and Marvel Studios;
- E. Sony Pictures, including Columbia Pictures, Screen Gems and Tristar Pictures;
- F. Amazon MGM Studios;
- G. Netflix Studios;
- H. A24;
- I. Any film for which the budget is at least \$20,000,000; or
- J. Any recurrent weekly television series programming.

PUBLIC LANDS

Any and every public street, highway, sidewalk, square, public park or playground or any other public place within the municipality that is within the jurisdiction and control of the municipality.

§ B23-2. Permit required.

- (a) No person or organization shall film or permit filming on public or on private property where such filming involves the use of public property for the operation, placement or temporary storage of vehicles or equipment utilized in such filming, including, but not limited to, any temporary structure, barricade or device intended to restrict or block off pedestrian or vehicular traffic, without first having obtained a permit from the office of the Municipal Clerk, which permit shall set forth the approved location of such filming and the approved duration of such filming by specific reference to day or dates. Said permit must be readily available for inspection by municipal officials at all times at the site of the filming.
- (b) All permits shall be applied for and obtained from the office of the Municipal Clerk during normal business hours. Applications for such permits shall be in a form approved by the Municipal Clerk and be accompanied by a permit fee in the amount established by this chapter in § B23-13 herein.
- (c) If a permit is issued and, due to inclement weather or other good cause, filming does not in fact take place on the dates specified, the Municipal Clerk may, at the request of the applicant, issue a new permit for filming on other dates subject to full compliance with all

other provisions of this chapter. No additional fee shall be paid for this permit.

§ B23-3. Issuance of permits.

- (a) No permits will be issued by the Municipal Clerk unless applied for at least four or more business days prior to the requested shooting date; provided, however, that the Administrator may waive this period if, in his or her judgment, the applicant has obtained all related approvals and adjacent property owners or tenants do not need to be notified.
- (b) No permit shall be issued for filming upon public lands unless the applicant has provided the municipality with satisfactory proof of the following:
 - (1) Proof of insurance coverage as follows:
 - a. For bodily injury to any one person in the amount of \$500,000 and any occurrence in the aggregate amount of \$1,000,000.
 - b. For property damage for each occurrence in the aggregate amount of \$300,000.
 - (2) An agreement, in writing, whereby the applicant agrees to indemnify and save the municipality harmless from any and all liability, expenses, claims or damages resulting from the use of public lands.
 - (3) The hiring of an off-duty police officer for the times indicated on the permit, according to agreed upon public safety plan
- (c) The holder of the permit shall take all reasonable steps to minimize interference with the free passage of pedestrians and traffic over public lands and shall comply with all lawful directives issued by the Police Department with respect thereto.

§ B23-4. Interference with public activity; notice of filming.

- (a) The holder of a permit shall conduct filming in such a manner as to minimize the inconvenience or discomfort to adjoining property owners attributable to such filming and shall, to the extent practicable, abate noise and park vehicles associated with such filming off the public streets.

- (b) The holder shall avoid any interference with previously scheduled activities upon public lands and limit, to the extent possible, any interference with normal public activity on such public lands. Where the applicant's production activity, by reason of location or otherwise, will directly involve and/or affect any businesses, merchants or residents, these parties shall be given written notice of the filming at least three days prior to the requested shooting date and be informed that objections may be filed with the Municipal Clerk, said objections to form a part of applicant's application and be considered in the review of the same. Proof of service of notification to adjacent owners shall be submitted to the Municipal Clerk within two days of the requested shooting date.

§ B23-5. Filming in residential zones.

Filming in residential zones shall be permitted Monday through Sunday between the hours of 7:00 a.m. and 9:00 p.m. (camera wrap) and 10:00 pm (crew wrap). Night filming restrictions shall only apply to Project with exterior filming. The setup, production and breakdown required by all filming shall be included in the hours as set forth herein.

§ B23-6. Filming in State right-of-way.

Filming in any State right-of-way shall require a separate permit from the New Jersey State Department of Transportation.

§ B23-7. Refusal to issue permit; employment of patrolmen and electrician.

- (a) The Administrator may refuse to issue a permit whenever the Administrator determines, on the basis of objective facts and after a review of the application and a report thereon by the Police Department and by other municipal agencies involved with the proposed filming site, that filming at the location and/or the time set forth in the application would violate any law or ordinance or would unreasonably interfere with the use and enjoyment of adjoining properties, unreasonably impede the free flow of vehicular or pedestrian traffic or otherwise endanger the public's health, safety or welfare.
- (b) The Chief of Police reserves the right to require one or more on-site patrolmen in situations where the proposed production may impede the proper flow of traffic and according to agreed upon public safety plan. The cost of said patrolman to be borne by the applicant as a cost of production. Where existing electrical power lines are to be utilized by the production, an on-site licensed electrician may be

similarly required if the production company does not have a licensed electrician on staff.

§ B23-8. Appeals.

- (a) Any person aggrieved by a decision of the Administrator denying or revoking a permit or a person requesting relief may appeal to the Mayor and Council. A written notice of appeal setting forth the reasons for the appeal shall be filed with the Administrator.
- (b) An appeal from the decision of the Administrator shall be filed within ten days of the date of the Administrator's decision. The Mayor and Council shall set the matter down for a hearing within thirty days of the date on which the notice of appeal was filed. The decision of the Mayor and Council shall be in the form of a resolution supporting the decision of the Administrator at the first regularly scheduled public meeting of the Mayor and Council after the hearing on the appeal, unless the appellant agrees in writing to a later date for the decision. If such a resolution is not adopted within the time required, the decision of the Administrator shall be deemed to be reversed, and a permit shall be issued in conformity with the application or the relief shall be deemed denied.

§ B23-9. Waiver of requirements by the Administrator.

- (a) The Administrator may authorize a waiver of any of the requirements, provisions or restrictions of this chapter if the Administrator determines that a waiver thereof may be granted without endangering the public health, safety and welfare. In determining whether to issue a waiver, the Administrator shall consider the following factors:
 - (1) Potential traffic congestion at the location.
 - (2) The applicant's ability to remove the applicant's vehicles and equipment from the public streets or other public property.
 - (3) The extent to which the applicant is requesting restrictions on the use of public streets or public parking facilities during filming.
 - (4) The nature of the filming, including whether filming will take place indoors or outdoors, and the proposed hours for filming.
 - (5) The extent to which the filming may affect adjoining and nearby property owners and occupants.

(6) The municipality's prior experience with the applicant, if any.

§ B23-10. Copies of permit; inspections.

Copies of the approved permit will be sent to the Police and Fire Departments before filming takes place and to the New Jersey Motion Picture and Television Commission at njfilm@njeda.gov. The applicant shall allow the Fire Prevention Bureau or other municipal inspectors to inspect the site and the equipment to be used, if deemed necessary. The applicant shall comply with all safety instructions issued by the Fire Prevention Bureau or other municipal inspectors.

§ B23-11. Reimbursement of certain costs.

In addition to the fees or costs set forth in this chapter, the applicant shall reimburse the municipality for any lost revenue, such as parking meter revenue, repairs to public property or other revenues that the municipality was prevented from earning because of filming.

§ B23-12. Special regulations for major motion pictures.

(a) Any days necessary to be used for setup and preparation for a major motion picture filming may, in the discretion of the Administrator, be counted as a filming day where such setup is anticipated to involve one or more of the factors set forth in § B23-9 hereof.

§ B23-13. Fees.

CATEGORY	FEE
Basic filming permit (4 or more days advance notice of the first day of filming)	\$100 (one-time charge) + daily rates set forth below
Expedited basic filming permit (3 or fewer days advance notice of the first day of filming)	\$250 (one-time charge) + daily rates set forth below
Basic filming permit for nonprofits, including student films	\$25 (one-time charge); no daily rate required
Additional charges	
<i>Daily filming on public property</i>	\$500 per day
<i>Daily filming on private property</i>	No charge by the municipality

<i>Hiring of off-duty police and fire inspections, according to agreed-upon public safety plan</i>	Princeton's standard hourly rates for police and fire
<i>Use of Department of Public Works personnel</i>	Current salaried rate
<i>Street closures</i>	\$1,000 for the first block; \$500 for each additional street that must be closed if it extends through an intersection with another street. Not to exceed \$5,000 per day
<i>Properties in background - or used - in shot</i>	Fee to be negotiated between the production company and the private business or residence
<i>Daily prep of business that is being "dressed"</i>	Fee to be negotiated between the production company and the private business
<i>Daily filming of business that is "dressed"</i>	Fee to be negotiated between the production company and the private business
<i>Parking fees</i>	Same rates that are charged to the public

§ B23-14. Violations and penalties.

Any person who violates any provision of this chapter shall, upon conviction thereof, be punished by a fine not exceeding \$2,000; imprisonment for a period not to exceed 90 days; and/or performance of community service for a period not exceeding 90 days, as determined by the Municipal Court Judge. Each day the violation continues shall be considered a separate offense and shall be subject to imposition of a separate penalty.

Section 2. Repealer. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Township of Princeton and the Code of Borough of Princeton inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

Section 3. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 4. Effective date; applicability. This ordinance shall take effect upon its passage and publication and as required by law; shall be applicable within the entire municipality of Princeton; and shall become a part of the new Princeton Code once completed and adopted.

Dawn M. Mount, RMC, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to establish permitting and other requirements for filming of motion pictures and television shows in Princeton.

ORDINANCE #2026-__

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING “THE CODE OF THE BOROUGH OF PRINCETON, NEW JERSEY 1974” TO ADD THERETO A NEW CHAPTER ENTITLED “FILMING”

BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Regulations pertaining to filming established as new Chapter B23 of the “Code of the Borough of Princeton, New Jersey 1974.” The “Code of the Borough of Princeton, New Jersey 1974” is hereby amended by adding thereto a new chapter B23 entitled “Filming”, which shall read as follows:

CHAPTER B23. FILMING

§ B23-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

FILMING

The taking of still or motion pictures either on film or videotape or similar recording medium, for commercial or educational purposes intended for viewing on television, in theaters, major linear broadcast network or streaming platforms, or for institutional uses. The provisions of this chapter shall not be deemed to include the "filming" of news stories within the municipality.

MAJOR MOTION PICTURE

Any film which is financed and/or distributed by a major motion picture studio, including but not limited to the following:

- A. NBCUniversal, including Peacock;
- B. Warner Bros. Discovery, including New Line Cinema, HBO, DC Studios and Castle Rock Entertainment;
- C. Paramount Pictures, including Miramax, MTV Films, Showtime, Skydance, Dreamworks and Nickelodeon Movies;

- D. Walt Disney Studios, including 20th Century Studios, Searchlight Pictures, Hulu and Marvel Studios;
- E. Sony Pictures, including Columbia Pictures, Screen Gems and Tristar Pictures;
- F. Amazon MGM Studios;
- G. Netflix Studios;
- H. A24;
- I. Any film for which the budget is at least \$20,000,000; or
- J. Any recurrent weekly television series programming.

PUBLIC LANDS

Any and every public street, highway, sidewalk, square, public park or playground or any other public place within the municipality that is within the jurisdiction and control of the municipality.

§ B23-2. Permit required.

- (a) No person or organization shall film or permit filming on public or on private property where such filming involves the use of public property for the operation, placement or temporary storage of vehicles or equipment utilized in such filming, including, but not limited to, any temporary structure, barricade or device intended to restrict or block off pedestrian or vehicular traffic, without first having obtained a permit from the office of the Municipal Clerk, which permit shall set forth the approved location of such filming and the approved duration of such filming by specific reference to day or dates. Said permit must be readily available for inspection by municipal officials at all times at the site of the filming.
- (b) All permits shall be applied for and obtained from the office of the Municipal Clerk during normal business hours. Applications for such permits shall be in a form approved by the Municipal Clerk and be accompanied by a permit fee in the amount established by this chapter in § B23-13 herein.
- (c) If a permit is issued and, due to inclement weather or other good cause, filming does not in fact take place on the dates specified, the Municipal Clerk may, at the request of the applicant, issue a new permit for filming on other dates subject to full compliance with all

other provisions of this chapter. No additional fee shall be paid for this permit.

§ B23-3. Issuance of permits.

- (a) No permits will be issued by the Municipal Clerk unless applied for at least five or more business days prior to the requested shooting date; provided, however, that the Administrator may waive this period if, in his or her judgment, the applicant has obtained all related approvals and adjacent property owners or tenants do not need to be notified.
- (b) No permit shall be issued for filming upon public lands unless the applicant has provided the municipality with satisfactory proof of the following:
 - (1) Proof of insurance coverage as follows:
 - a. For bodily injury to any one person in the amount of \$500,000 and any occurrence in the aggregate amount of \$1,000,000.
 - b. For property damage for each occurrence in the aggregate amount of \$300,000.
 - (2) An agreement, in writing, whereby the applicant agrees to indemnify and save the municipality harmless from any and all liability, expenses, claims or damages resulting from the use of public lands.
 - (3) The hiring of an off-duty police officer for the times indicated on the permit.
- (c) The holder of the permit shall take all reasonable steps to minimize interference with the free passage of pedestrians and traffic over public lands and shall comply with all lawful directives issued by the Police Department with respect thereto.

§ B23-4. Interference with public activity; notice of filming.

- (a) The holder of a permit shall conduct filming in such a manner as to minimize the inconvenience or discomfort to adjoining property owners attributable to such filming and shall, to the extent practicable, abate noise and park vehicles associated with such filming off the public streets.

- (b) The holder shall avoid any interference with previously scheduled activities upon public lands and limit, to the extent possible, any interference with normal public activity on such public lands. Where the applicant's production activity, by reason of location or otherwise, will directly involve and/or affect any businesses, merchants or residents, these parties shall be given written notice of the filming at least three days prior to the requested shooting date and be informed that objections may be filed with the Municipal Clerk, said objections to form a part of applicant's application and be considered in the review of the same. Proof of service of notification to adjacent owners shall be submitted to the Municipal Clerk within two days of the requested shooting date.

§ B23-5. Filming in residential zones.

Filming in residential zones shall be permitted Monday through Friday between the hours of 7:00 a.m. and 9:00 p.m. and Saturdays and Sundays between the hours of 8:00 a.m. and 9:00 p.m. The setup, production and breakdown required by all filming shall be included in the hours as set forth herein.

§ B23-6. Filming in State right-of-way.

Filming in any State right-of-way shall require a separate permit from the New Jersey State Department of Transportation.

§ B23-7. Refusal to issue permit; employment of patrolmen and electrician.

- (a) The Administrator may refuse to issue a permit whenever the Administrator determines, on the basis of objective facts and after a review of the application and a report thereon by the Police Department and by other municipal agencies involved with the proposed filming site, that filming at the location and/or the time set forth in the application would violate any law or ordinance or would unreasonably interfere with the use and enjoyment of adjoining properties, unreasonably impede the free flow of vehicular or pedestrian traffic or otherwise endanger the public's health, safety or welfare.
- (b) The municipality reserves the right to require one or more on-site patrolmen in situations where the proposed production may impede the proper flow of traffic, the cost of said patrolman to be borne by the applicant as a cost of production. Where existing electrical power lines are to be utilized by the production, an on-site licensed electrician may be similarly required if the production company

does not have a licensed electrician on staff.

§ B23-8. Appeals.

- (a) Any person aggrieved by a decision of the Administrator denying or revoking a permit or a person requesting relief may appeal to the Mayor and Council. A written notice of appeal setting forth the reasons for the appeal shall be filed with the Administrator.
- (b) An appeal from the decision of the Administrator shall be filed within ten days of the date of the Administrator's decision. The Mayor and Council shall set the matter down for a hearing within thirty days of the date on which the notice of appeal was filed. The decision of the Mayor and Council shall be in the form of a resolution supporting the decision of the Administrator at the first regularly scheduled public meeting of the Mayor and Council after the hearing on the appeal, unless the appellant agrees in writing to a later date for the decision. If such a resolution is not adopted within the time required, the decision of the Administrator shall be deemed to be reversed, and a permit shall be issued in conformity with the application or the relief shall be deemed denied.

§ B23-9. Waiver of requirements by the Administrator.

- (a) The Administrator may authorize a waiver of any of the requirements, provisions or restrictions of this chapter if the Administrator determines that a waiver thereof may be granted without endangering the public health, safety and welfare. In determining whether to issue a waiver, the Administrator shall consider the following factors:
 - (1) Potential traffic congestion at the location.
 - (2) The applicant's ability to remove the applicant's vehicles and equipment from the public streets or other public property.
 - (3) The extent to which the applicant is requesting restrictions on the use of public streets or public parking facilities during filming.
 - (4) The nature of the filming, including whether filming will take place indoors or outdoors, and the proposed hours for filming.
 - (5) The extent to which the filming may affect adjoining and nearby property owners and occupants.
 - (6) The municipality's prior experience with the applicant, if any.

§ B23-10. Copies of permit; inspections.

Copies of the approved permit will be sent to the Police and Fire Departments before filming takes place and to the New Jersey Motion Picture and Television Commission at njfilm@njeda.gov. The applicant shall allow the Fire Prevention Bureau or other municipal inspectors to inspect the site and the equipment to be used, if deemed necessary. The applicant shall comply with all safety instructions issued by the Fire Prevention Bureau or other municipal inspectors.

§ B23-11. Reimbursement of certain costs.

In addition to the fees or costs set forth in this chapter, the applicant shall reimburse the municipality for any lost revenue, such as parking meter revenue, repairs to public property or other revenues that the municipality was prevented from earning because of filming.

§ B23-12. Special regulations for major motion pictures.

- (a) When filming is requested with respect to a major motion picture, the approved location of such filming and approved duration of such filming by specific reference to day or dates may exceed three consecutive days and/or may exceed six days in duration if approved by the Administrator in his or her discretion following a favorable review of the factors set forth in § B23-9 herein.
- (b) Any days necessary to be used for setup and preparation for a major motion picture filming may, in the discretion of the Administrator, be counted as a filming day where such setup is anticipated to involve one or more of the factors set forth in § B23-9 hereof.

§ B23-13. Fees.

CATEGORY	FEE
Basic filming permit (5 or more days advance notice of the first day of filming)	\$100 (one-time charge) + daily rates set forth below
Expedited basic filming permit (4 or fewer days advance notice of the first day of filming)	\$250 (one-time charge) + daily rates set forth below
Basic filming permit for nonprofits, including student films	\$25 (one-time charge); no daily rate required

Additional charges	
<i>Daily filming on public property</i>	\$500 per day
<i>Daily filming on private property</i>	No charge by the municipality
<i>Hiring of off-duty police and fire inspections, according to agreed-upon public safety plan</i>	Princeton's standard hourly rates for police and fire
<i>Use of Department of Public Works personnel</i>	\$100 per hour for each person used
<i>Street closures</i>	\$1,000 for the first block; \$500 for each additional street that must be closed if it extends through an intersection with another street
<i>Properties in background - or used - in shot</i>	Fee to be negotiated between the production company and the private business or residence
<i>Daily prep of business that is being "dressed"</i>	Fee to be negotiated between the production company and the private business
<i>Daily filming of business that is "dressed"</i>	Fee to be negotiated between the production company and the private business
<i>Parking fees</i>	Same rates that are charged to the public

§ B23-14. Violations and penalties.

Any person who violates any provision of this chapter shall, upon conviction thereof, be punished by a fine not exceeding \$2,000; imprisonment for a period not to exceed 90 days; and/or performance of community service for a period not exceeding 90 days, as determined by the Municipal Court Judge. Each day the violation continues shall be considered a separate offense and shall be subject to imposition of a separate penalty.

Section 2. Repealer. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Township of Princeton and the Code of Borough of Princeton inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

Section 3. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 4. Effective date; applicability. This ordinance shall take effect upon its passage and publication and as required by law; shall be applicable within the entire municipality of Princeton; and shall become a part of the new Princeton Code once completed and adopted.

Dawn M. Mount, RMC, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to establish permitting and other requirements for filming of motion pictures and television shows in Princeton.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 26-08

Agenda Date: 3/9/2026

Agenda #: 2.

An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled "Land Use And Zoning" of the Municipality Of Princeton to Create the Affordable Housing District-16 (AH-16) In Furtherance of the Fair Housing Act- Roll Call

ORDINANCE #2026-08

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER B17A ENTITLED “LAND USE AND ZONING” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING DISTRICT-16 (AH-16) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, *et seq.*, as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new Affordable Housing District-16 (“AH-16”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Affordable Housing Districts. Section §B17A-202(i), “Affordable Housing Districts”, of Chapter B17A of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled “Land Use and Zoning”, is amended to add the following new zoning district:

- (16) AH-16 Affordable Housing – 16.

Section 2. Zoning Map. Section §B17A-203, “District Map”, of Chapter B17A of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

Block(s)	Lot(s)	Street Address	Existing District	New District
30.02	39.01, 39.02	13 Chestnut Street	R-4B	AH-16

Section 3. Affordable Housing District Provisions. Division 10 “Affordable Housing Zones” of Chapter B17A of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision II “Affordable Housing (AH) Zones” as follows:

§B17A-496. Affordable Housing - 16 (AH-16)

- A. Purpose. The purpose of the Affordable Housing-16 (AH-16) zoning district is to redevelop land no longer necessary for a public use for fully affordable housing in furtherance of the housing policies expressed in the Fourth Round of the Housing Element and Fair Share Plan while retaining the existing two-and-a-half story firehouse structure.
- B. Comprehensive Development Required. The AH-16 zone shall be constructed in accordance with a single, unified development plan in one phase.
- C. Permitted Uses. In AH-16, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Multiple dwellings.
 - (2) Municipal use.
- D. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
 - (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Community room accessible to the public.
 - (4) Communications infrastructure.
 - (5) Maintenance and storage.
 - (6) Off-street parking and loading.
 - (7) Street/site furnishings.
 - (8) Home occupations.
 - (9) Fences and walls.
 - (10) Landscape amenities and open space.
 - (11) Signs.
 - (12) Storm water management facilities and other utilities
 - (13) Other customary uses which are clearly incidental and subordinate to a permitted principal use on the same lot.

- E. Required Income Restriction. In any AH-16 district, all dwellings shall be affordable to very low, low and moderate income households. Affordable units shall be restricted, regulated and administered consistent with the Municipality's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Municipality's Affordable Housing Ordinance (§T10B-332).
- F. AH-16 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:
- (1) The existing two-and-a-half story firehouse (without the rear addition) shall be retained and adaptively reused for residential use and accessory uses, including a community room on the first floor, unless specific elements need to be removed on good cause shown.
 - (2) All new external construction shall be behind the existing two-and-half-story firehouse, except for new construction to the rear of the ridgeline of the existing roof (such as the addition of dormers or replacement of that section of the roof) – which shall be permitted.
 - (3) Minimum yard requirements:
 - (a) Front yard: twelve (12) feet. Parking and a garden shall be permitted in the front yard setback.
 - (b) Side yard: five (5) feet, except that no more than sixty percent (60%) of the building, including piers/supports, shall be permitted to project up to the property line. Any such individual projection shall not exceed thirty-six (36) feet in length and shall be contiguous with sections of building meeting the five (5) foot requirement. The existing historic street facing building to remain shall count towards the sixty percent (60%) limitation.
 - (c) Rear yard: five (5) feet. An emergency generator shall be permitted in the rear yard setback.
 - (4) Maximum impervious coverage: ninety percent (90%).
 - (5) Building height: Maximum building height shall be four stories (4) stories, not to exceed forty-eight (48) feet.
 - (6) Minimum dwellings. At least sixteen (16) dwelling units shall be developed within the AH-16 district.
- G. Off-street parking.

- (1) 0.5 parking space per dwelling.
 - (2) On-street parking credit. Off-street parking requirements shall be reduced by the number of new on-street parking spaces created.
 - (3) Compact spaces. A maximum of fifty percent (50%) of the provided spaces may be designed as compact spaces.
 - (4) Parking drive aisle. Parking drive aisle shall be a minimum of twenty (20) feet in width past the existing building.
- H. Landscaping. A landscaped buffer of not less than three (3) feet in width shall be provided along any common property line in a side or rear yard where a side or rear yard is required and is not necessary for vehicular, bicycle or pedestrian circulation. In other areas, an opaque fence shall be required on the property line, six (6) feet in height, except in a front yard. Buffers may be comprised of landscaping with fencing, which shall be of a sufficient quantity and size to provide a visual separation from adjacent property. Front yard landscaping is required to reduce existing impervious cover by at least four hundred (400) square feet.
- I. Lighting. Illumination of sites and buildings shall be regulated pursuant to §B17A-365.1 Lighting.
- J. Signs. Signs shall be as permitted by the municipal code. The existing firehouse signage and changeable copy sign on the front façade of the building shall be retained.
- K. Additional development requirements.
- (1) Any new construction within the AH-16 district shall be subject to a municipal developer's agreement, or equivalent thereof, for the development of the site.

Section 4. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 5. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 6. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 7. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 8. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton's zoning ordinance by creating a new affordable housing zoning district in furtherance of Princeton's Fourth Round Housing Plan Element and Fair Share Plan.

NOTICE


NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 9, 2026, was amended on second reading held on February 23, 2026, and will be considered for final passage and adoption at the Council Meeting scheduled for March 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

MEMORANDUM

To: Mayor & Council of the Municipality of Princeton

From: Kevin A. Van Hise 

Date: February 20, 2026

Re: Amendment on Second Reading
Ordinance 2026-08 (Affordable Housing District-16 (AH-16))

As part of Princeton's fourth round affordable housing compliance requirements, on February 9, 2026, you introduced Ordinance No. 2026-08, entitled "*An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled "Land Use and Zoning" of the Municipality of Princeton to Create the Affordable Housing District-16 (AH-16) In Furtherance of the Fair Housing Act*". The proposed ordinance creates a new AH-16 zoning district to facilitate the development of a municipally-sponsored affordable housing development on the site of the Chestnut Street Firehouse as detailed in Princeton's adopted Housing Plan Element and Fair Share Plan ("HEFSP").

Subsequent to introduction, additional discussions with the developer determined that a few minor amendments be made to facilitate the development. Therefore, attached please find an amended version of the ordinance and a redlined version showing the changes from the ordinance introduced on February 9th. Specifically, the changes include the following changes to Section 3 of the ordinance:

- Paragraph D(9) is amended to remove a duplicative accessory (parking) use.
- Paragraph F(3)(b) is amended to clarify that piers and supports may extend into the side yard setback and projections shall not exceed 36' in length (rather than 30' as originally contemplated); and
- Paragraph F(5) is amended to permit a maximum building height of 48' (an increase from 45' as originally contemplated).
- Paragraph G is amended to allow for up to 50% of the provided parking spaces to be designed as compact spaces, and specify that the drive aisle shall be a minimum of 20' in width past the existing building.

If same meets with your approval, please announce this amendment at the February 23 meeting, with the public hearing now re-scheduled for the March 9 meeting.

ORDINANCE #2026-08

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER B17A ENTITLED “LAND USE AND ZONING” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING DISTRICT-16 (AH-16) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, *et seq.*, as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new Affordable Housing District-16 (“AH-16”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Affordable Housing Districts. Section §B17A-202(i), “Affordable Housing Districts”, of Chapter B17A of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled “Land Use and Zoning”, is amended to add the following new zoning district:

- (16) AH-16 Affordable Housing – 16.

Section 2. Zoning Map. Section §B17A-203, “District Map”, of Chapter B17A of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

Block(s)	Lot(s)	Street Address	Existing District	New District
30.02	39.01, 39.02	13 Chestnut Street	R-4B	AH-16

Section 3. Affordable Housing District Provisions. Division 10 “Affordable Housing Zones” of Chapter B17A of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision II “Affordable Housing (AH) Zones” as follows:

§B17A-496. Affordable Housing - 16 (AH-16)

- A. Purpose. The purpose of the Affordable Housing-16 (AH-16) zoning district is to redevelop land no longer necessary for a public use for fully affordable housing in furtherance of the housing policies expressed in the Fourth Round of the Housing Element and Fair Share Plan while retaining the existing two-and-a-half story firehouse structure.
- B. Comprehensive Development Required. The AH-16 zone shall be constructed in accordance with a single, unified development plan in one phase.
- C. Permitted Uses. In AH-16, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Multiple dwellings.
 - (2) Municipal use.
- D. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
 - (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Community room accessible to the public.
 - (4) Communications infrastructure.
 - (5) Maintenance and storage.
 - (6) Off-street parking and loading.
 - (7) Street/site furnishings.
 - (8) Home occupations.
 - ~~(9) Off-street surface parking.~~
 - ~~(10)~~(9) Fences and walls.
 - ~~(11)~~(10) Landscape amenities and open space.
 - ~~(12)~~(11) Signs.
 - ~~(13)~~(12) Storm water management facilities and other utilities
 - ~~(14)~~(13) Other customary uses which are clearly incidental and subordinate

to a permitted principal use on the same lot.

- E. Required Income Restriction. In any AH-16 district, all dwellings shall be affordable to very low, low and moderate income households. Affordable units shall be restricted, regulated and administered consistent with the Municipality's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Municipality's Affordable Housing Ordinance (§T10B-332).
- F. AH-16 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:
- (1) The existing two-and-a-half story firehouse (without the rear addition) shall be retained and adaptively reused for residential use and accessory uses, including a community room on the first floor, unless specific elements need to be removed on good cause shown.
 - (2) All new external construction shall be behind the existing two-and-half-story firehouse, except for new construction to the rear of the ridgeline of the existing roof (such as the addition of dormers or replacement of that section of the roof) – which shall be permitted.
 - (3) Minimum yard requirements:
 - (a) Front yard: twelve (12) feet. Parking and a garden shall be permitted in the front yard setback.
 - (b) Side yard: five (5) feet, except that no more than sixty percent (60%) of the building, including piers/supports, shall be permitted to project up to the property line. Any such individual projection shall not exceed thirty-~~six~~ (~~30~~36) feet in length and shall be contiguous with sections of building meeting the five (5) foot requirement. The existing historic street facing building to remain shall count towards the sixty percent (60%) limitation.
 - (c) Rear yard: five (5) feet. An emergency generator shall be permitted in the rear yard setback.
 - (4) Maximum impervious coverage: ninety percent (90%).
 - (5) Building height: Maximum building height shall be four stories (4) stories, not to exceed forty-~~five~~-~~eight~~ (~~45~~48) feet.
 - (6) Minimum dwellings. At least sixteen (16) dwelling units shall be developed within the AH-16 district.

- G. Off-street parking.
 - (1) 0.5 parking space per dwelling.
 - ~~(2)~~ On-street parking credit. Off-street parking requirements shall be reduced by the number of new on-street parking spaces created.
 - ~~(3)~~ Compact spaces. A maximum of fifty percent (50%) of the provided spaces may be designed as compact spaces.
 - ~~(2)(4)~~ Parking drive aisle. Parking drive aisle shall be a minimum of twenty (20) feet in width past the existing building.
- H. Landscaping. A landscaped buffer of not less than three (3) feet in width shall be provided along any common property line in a side or rear yard where a side or rear yard is required and is not necessary for vehicular, bicycle or pedestrian circulation. In other areas, an opaque fence shall be required on the property line, six (6) feet in height, except in a front yard. Buffers may be comprised of landscaping with fencing, which shall be of a sufficient quantity and size to provide a visual separation from adjacent property. Front yard landscaping is required to reduce existing impervious cover by at least four hundred (400) square feet.
- I. Lighting. Illumination of sites and buildings shall be regulated pursuant to §B17A-365.1 Lighting.
- J. Signs. Signs shall be as permitted by the municipal code. The existing firehouse signage and changeable copy sign on the front façade of the building shall be retained.
- K. Additional development requirements.
 - (1) Any new construction within the AH-16 district shall be subject to a municipal developer's agreement, or equivalent thereof, for the development of the site.

Section 4. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 5. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 6. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 7. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 8. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton's zoning ordinance by creating a new affordable housing zoning district in furtherance of Princeton's Fourth Round Housing Plan Element and Fair Share Plan.

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 9, 2026, was amended on second reading held on February 23, 2026, and will be considered for final passage and adoption at the Council Meeting scheduled for March 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.



MUNICIPALITY OF PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Mayor and Council
From: Justin Lesko, AICP, PP – Planning Director *JL*
Nathan Foote, AICP, PP – Assistant Planning Director
Date: March 6th, 2026
Subject: **Ordinance #2026-08: An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled “Land Use and Zoning” of the Municipality of Princeton to Create the Affordable Housing District-16 (AH-16) in Furtherance of the Fair Housing Act**
Council Introduction – February 9th, 2026
Council Re-Introduction – February 23rd, 2026
Planning Board Review – March 5th, 2026

The Princeton Council has referred Ordinance #2026-08 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance establishes the Affordable Housing District 16 (AH-16) at the properties of 13 Chestnut Street, which requires a 100% affordable housing development, with a minimum requirement of 16 affordable housing units. The ordinance was introduced on February 9th, and then re-introduced on February 23rd. The Planning Board reviewed the ordinance at their regular meeting open to the public on March 5th.

By a unanimous vote, the Board found Ordinance #2026-08 to be substantially consistent with the Princeton Master Plan and recommended approval of the Ordinance. The Board did not have any comments or recommendations. A member of the public expressed support for and appreciation of the ordinance.

See the memo from Mr. Foote to the Board for more information on the ordinance, the Affordable Housing District 16 (AH-16) it would establish, and its relation to the Princeton Master Plan, including the Fourth Round Housing Plan Element and Fair Share Plan. The memo is attached.

Please reach out if there are any questions or concerns regarding the ordinance or the Planning Board’s review.



MUNICIPALITY ^{of} PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Planning Board
From: Nathan Foote, AICP, PP – Assistant Planning Director
Date: February 27th, 2026
Subject: **Ordinance #2026-08: An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled “Land Use and Zoning” of the Municipality of Princeton to Create the Affordable Housing District-16 (AH-16) in Furtherance of the Fair Housing Act**
Council Introduction – February 9th, 2026
Council Re-Introduction – February 23rd, 2026

The Princeton Council has referred Ordinance #2026-08 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance was originally introduced on February 9th, but had to be re-introduced on February 23rd due to substantive changes to the ordinance. It is scheduled for a public hearing on March 9th. Ordinance 2026-08 is attached to this memo for reference. The most substantial changes were: to permit a maximum building height of 48 feet instead of 45 feet, to allow up to 50% of parking spaces provided to be compact spaces, and to specify that the drive aisle shall be a minimum width of 20 feet past the existing building.

The ordinance establishes the Affordable Housing District 16 (AH-16), comprised of two lots at 13 Chestnut Street: Block 30.02, Lots 39.01 and 39.02. The municipally-owned lots are developed together with a vacant building that used to house a branch of the Princeton Fire Department. The building includes a historical 2.5-story building fronting on Chestnut Street and a one-story extension to the rear. Lot 39.01 is also developed with a paved parking area to the rear of the property. Both properties are located in the R-4 Residential zone of the former Borough, and are in the Affordable Housing Overlay-1 (AHO-1). The properties are adjacent to residential uses in the R-4 B zone to the north and across from residential uses in the R-4 B zone to the west (across Chestnut Street). Lot 39.01 borders a residential use to the south, beyond which are mixed commercial and residential uses along Nassau Street (in the NB Neighborhood Business zone of the former Borough). To the east are commercial and residential uses.

The AH-16 district is intended to provide a realistic opportunity for the construction of affordable housing pursuant to the New Jersey Fair Housing Act and to comply with the Municipality’s constitutional obligation to provide housing for low-and moderate-income households. The site is included in the Municipality’s Fourth Round Housing Plan Element and Fair Share Plan (“Fourth Round HEFSP”) as adopted by the Planning Board on June 25, 2025, and endorsed by Council on June 26, 2025. Pages 71-72 of the Fourth Round HEFSP includes how the future development meets the criteria of site availability, suitability, approvability and developability as required by state law. Appendix O of the Fourth Round Plan includes a map of site constraints and an initial conceptual plan of the development. Appendix O is attached to this memo.

As called for in the Fourth Round Plan, Ordinance 2026-08 establishes an AH-16 zone that requires a 100% affordable housing development consisting of a minimum of 16 units, and an accessory publicly-accessible community room on the ground floor fronting Chestnut Street. Residential units are permitted on all floors. The affordable units would be regulated consistent with the Uniform Housing

Affordability Controls (UHAC) and the New Jersey Fair Housing Act.

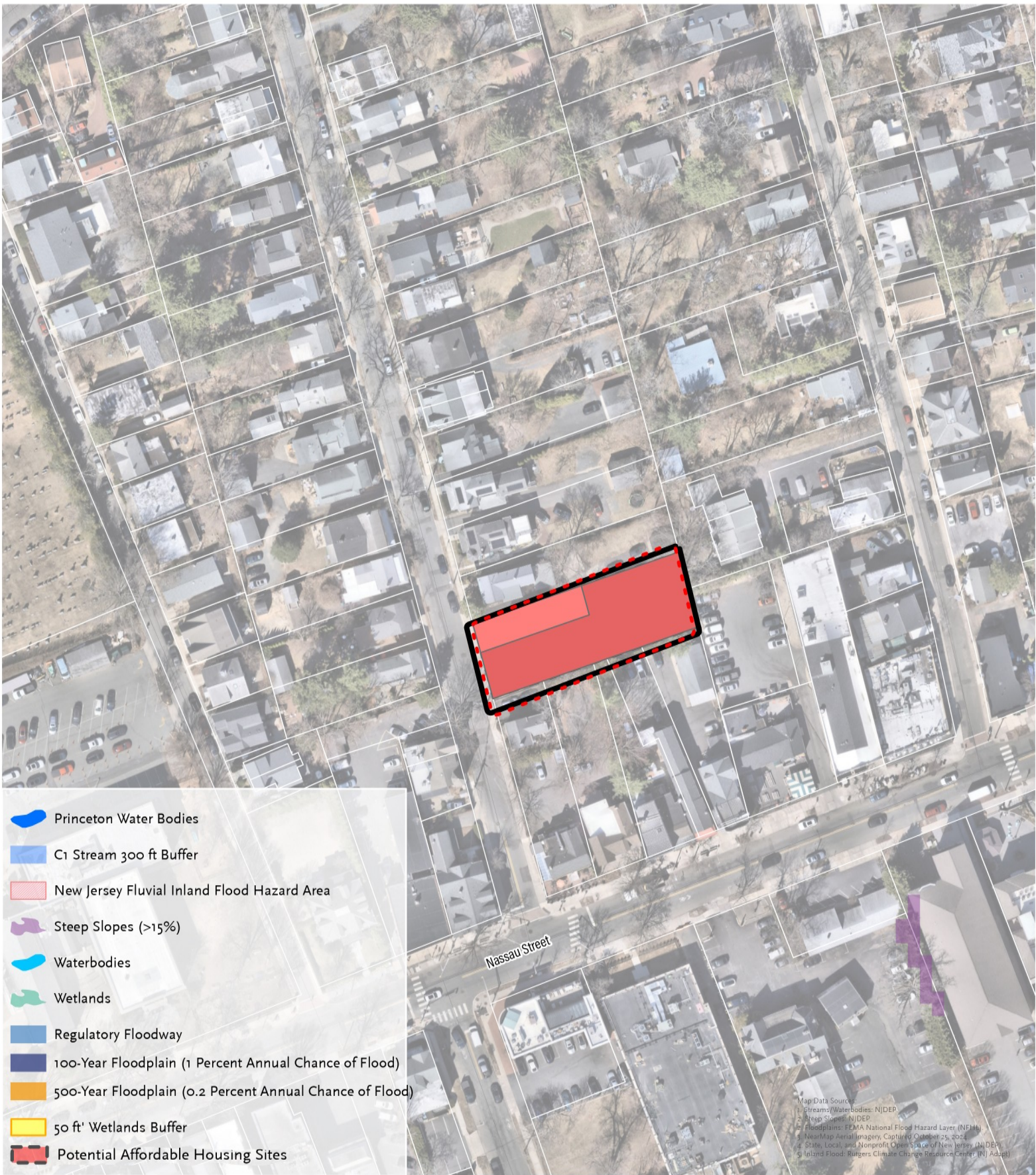
The proposed ordinance requires that the existing 2.5-story firehouse building be retained and adaptively reused; the one-story addition in the rear of the building can be removed. The existing firehouse signage is also required to remain. The ordinance permits specific elements of the 2.5-story building to be removed and replaced with good cause shown. The ordinance requires new construction to be to the rear of the 2.5-story building, with the exception of permitting additions like dormers to the rear of the ridge line of the 2.5-story building. The ordinance permits a maximum height of 4 stories and 48 feet. Maximum impervious coverage is 90%. Side yard setbacks are required but provided in such a way that permits some portions of the building to reach the side property line. Staff recommends slightly amending the individual projections permitted into the setbacks to allow for 36 feet in length from the 30 feet currently allowed, and clarifying that first floor piers/supports are allowed in the setback as well, as shown on the concept plan. Per the proposed ordinance, 0.5 parking space is required for each residential unit. The required spaces can be on surface lots or in enclosed garages, with up to 50% of spaces allowed to be designed as compact spaces. Landscaping buffers of minimum three feet are required where side and rear yards are required and not needed for circulation.

In my professional opinion, the ordinance is consistent with the Master Plan. Aside from being directly called for in the Municipality's adopted Fourth Round HEFSP, Ordinance 2026-08 is substantially consistent with many other goals of the Princeton Master Plan. One of the key findings from community input in the Introduction section of the plan is that Princeton needs more housing, especially at lower price points. The Vision statement includes that Princeton will have "housing ample and diverse enough to accommodate all who want to live here" and the Princeton of the future will be "affordable to households of all income levels." It is expected that both the market-rate and affordable units in the future development of the site will be rental units. A Land Use goal of the plan is to enhance the existing pattern of land use, particularly by strengthening mixed-use centers in town. The Mobility goals of the plan include reducing inbound commuting through the development of additional housing in areas where jobs are located and encouraging shifts from single-occupancy vehicle travel to low- or zero-emissions mobility options such as walking, cycling, and transit. Utility Goals and Natural Resource Conservation Goals such as accommodating future growth while minimizing adverse impacts to the natural environment are supported by repurposing an already developed parcel.

The Board shall determine if they find the Ordinance consistent with the Master Plan and provide any comments to Council. If Council approves the Ordinance, any future development would require site plan approval by the Board.



Appendix O. Chestnut Street Firehouse Documentation



Map Data Sources:
 1. Streams/Waterbodies: NJDEP
 2. Steep Slopes: NJDEP
 3. Floodplains: FEMA National Flood Hazard Layer (NFHL)
 4. NearMap Aerial Imagery, Captured October 25, 2024
 5. State, Local, and Nonprofit Open Space of New Jersey (NJDEP)
 6. Inland Flood: Rutgers Climate Change Resource Center (NJ Adapt)



SITE #	BLOCK	LOT	SITE ADDRESS
12	30.02	39.01, 39.02	13 CHESTNUT STREET

Potential Sites for Affordable Housing Development

Site 1: Chestnut Street Firehouse

LOCATION:
 Princeton, Mercer County, NJ

DATE:
 May 2025



New Addition

Existing Building to Remain

Floor 4

Floor 3

Floor 2

Floor 1

Details:

- Community Room provides neighborhood amenity TBD
- 16 affordable rental apartments meeting Uniform Affordable Housing Controls and COAH requirements
- Eligible for 3 types of bonus credit. One credit yields 16 units while two other credits yield 8 units. Only one credit may be taken.
- Preliminarily conforms to most AHO-1 overlay zone requirements.

13 Chestnut Street Firehouse Remodel and Addition for Princeton Community Housing

07.19.2024

Marina Rubina, Architect



Adaptive Reuse – Concept Plans



MUNICIPALITY OF PRINCETON

Office of the Municipal Clerk

400 Witherspoon Street

Princeton, NJ 08540

(609) 924-5704

dmount@princetonnj.gov

MEMORANDUM

To: Planning Board
From: Dawn M. Mount, *Municipal Clerk*
CC: Justin Lesko, *Planning Director*
Subject: Planning Board Review of Ordinance 2026-8 upon Introduction
Date: February 10, 2026

On behalf of the Mayor and Council, and in accordance with the provisions of N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64, the attached ordinance, introduced at the Regular Meeting of February 9, 2026, is being directed to the Planning Board for its review and consideration. Please transmit the report of findings and recommendations from the Planning Board no later than thirty-five (35) days from this referral. It should be noted that the tentative date of the public hearing and final adoption of this ordinance is scheduled to take place at the Mayor and Council Regular Meeting of February 23, 2026.

Thank you in advance for your cooperation. Please contact me should you have any questions or concerns.

ORDINANCE #2026-08

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER B17A ENTITLED “LAND USE AND ZONING” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING DISTRICT-16 (AH-16) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, *et seq.*, as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new Affordable Housing District-16 (“AH-16”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Affordable Housing Districts. Section §B17A-202(i), “Affordable Housing Districts”, of Chapter B17A of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled “Land Use and Zoning”, is amended to add the following new zoning district:

- (16) AH-16 Affordable Housing – 16.

Section 2. Zoning Map. Section §B17A-203, “District Map”, of Chapter B17A of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

<u>Block(s)</u>	<u>Lot(s)</u>	<u>Street Address</u>	<u>Existing District</u>	<u>New District</u>
30.02	39.01, 39.02	13 Chestnut Street	R-4B	AH-16

Section 3. Affordable Housing District Provisions. Division 10 “Affordable Housing Zones” of Chapter B17A of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision II “Affordable Housing (AH) Zones” as follows:

§B17A-496. Affordable Housing - 16 (AH-16)

- A. Purpose. The purpose of the Affordable Housing-16 (AH-16) zoning district is to redevelop land no longer necessary for a public use for fully affordable housing in furtherance of the housing policies expressed in the Fourth Round of the Housing Element and Fair Share Plan while retaining the existing two-and-a-half story firehouse structure.
- B. Comprehensive Development Required. The AH-16 zone shall be constructed in accordance with a single, unified development plan in one phase.
- C. Permitted Uses. In AH-16, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Multiple dwellings.
 - (2) Municipal use.
- D. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
 - (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Community room accessible to the public.
 - (4) Communications infrastructure.
 - (5) Maintenance and storage.
 - (6) Off-street parking and loading.
 - (7) Street/site furnishings.
 - (8) Home occupations.
 - (9) Off-street surface parking.
 - (10) Fences and walls.
 - (11) Landscape amenities and open space.
 - (12) Signs.
 - (13) Storm water management facilities and other utilities
 - (14) Other customary uses which are clearly incidental and subordinate to a

permitted principal use on the same lot.

- E. Required Income Restriction. In any AH-16 district, all dwellings shall be affordable to very low, low and moderate income households. Affordable units shall be restricted, regulated and administered consistent with the Municipality's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Municipality's Affordable Housing Ordinance (§T10B-332).
- F. AH-16 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:
- (1) The existing two-and-a-half story firehouse (without the rear addition) shall be retained and adaptively reused for residential use and accessory uses, including a community room on the first floor, unless specific elements need to be removed on good cause shown.
 - (2) All new external construction shall be behind the existing two-and-half-story firehouse, except for new construction to the rear of the ridgeline of the existing roof (such as the addition of dormers or replacement of that section of the roof) – which shall be permitted.
 - (3) Minimum yard requirements:
 - (a) Front yard: twelve (12) feet. Parking and a garden shall be permitted in the front yard setback.
 - (b) Side yard: five (5) feet, except that no more than sixty percent (60%) of the building shall be permitted to project up to the property line. Any such individual projection shall not exceed thirty (30) feet in length and shall be contiguous with sections of building meeting the five (5) foot requirement. The existing historic street facing building to remain shall count towards the sixty percent (60%) limitation.
 - (c) Rear yard: five (5) feet. An emergency generator shall be permitted in the rear yard setback.
 - (4) Maximum impervious coverage: ninety percent (90%).
 - (5) Building height: Maximum building height shall be four stories (4) stories, not to exceed forty-five (45) feet.
 - (6) Minimum dwellings. At least sixteen (16) dwelling units shall be developed within the AH-16 district.
- G. Off-street parking.

- (1) 0.5 parking space per dwelling.
 - (2) On-street parking credit. Off-street parking requirements shall be reduced by the number of new on-street parking spaces created.
- H. Landscaping. A landscaped buffer of not less than three (3) feet in width shall be provided along any common property line in a side or rear yard where a side or rear yard is required and is not necessary for vehicular, bicycle or pedestrian circulation. In other areas, an opaque fence shall be required on the property line, six (6) feet in height, except in a front yard. Buffers may be comprised of landscaping with fencing, which shall be of a sufficient quantity and size to provide a visual separation from adjacent property. Front yard landscaping is required to reduce existing impervious cover by at least four hundred (400) square feet.
- I. Lighting. Illumination of sites and buildings shall be regulated pursuant to §B17A-365.1 Lighting.
- J. Signs. Signs shall be as permitted by the municipal code. The existing firehouse signage and changeable copy sign on the front façade of the building shall be retained.
- K. Additional development requirements.
- (1) Any new construction within the AH-16 district shall be subject to a municipal developer's agreement, or equivalent thereof, for the development of the site.

Section 4. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 5. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 6. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 7. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 8. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton's zoning ordinance by creating a new affordable housing zoning district in furtherance of Princeton's Fourth Round Housing Plan Element and Fair Share Plan.

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 9, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for February 23, 2026 at 7:00 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 26-11

Agenda Date: 3/9/2026

Agenda #: 3.

An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled "Land Use" of the Municipality of Princeton to Create the Affordable Housing District-13 (AH-13) in Furtherance of the Fair Housing Act- Roll Call

ORDINANCE #2026-11

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER T10B ENTITLED “LAND USE” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING DISTRICT-13 (AH-13) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, *et seq.*, as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new Affordable Housing District-13 (“AH-13”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Zoning Map. Section §T10B-242, “Zoning Map”, of Chapter T10B of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

<u>Block(s)</u>	<u>Lot(s)</u>	<u>Street Address</u>	<u>Existing District</u>	<u>New District</u>
7004	1, 2	11-33 State Road, 60 Mt. Lucas Road	B-2T	AH-13

Section 2. Division of Township into Zoning Districts. §T10B-244, “Division of Township into Zoning Districts”, of Chapter T10B of the Code is hereby supplemented and amended to add the following zoning district:

Affordable Housing-13 (AH-13) Zone.

Section 3. Affordable Housing District Provisions. Division 2, “Zoning Districts”, of Chapter T10B of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision 2.27 “Affordable Housing (AH) Zones” as follows:

§T10B-272.119. Affordable Housing - 13 (AH-13)

- A. Purpose. The purpose of the Affordable Housing-13 (AH-13) zoning district is to provide a realistic opportunity for the construction of affordable housing pursuant to the New Jersey Fair Housing Act and thereby comply with the Municipality's constitutional obligation to provide such housing for low-and moderate-income households. Specifically, the AH-13 zone is established to encourage redevelopment consisting of multiple dwellings and townhouses with an affordable housing set- aside, along with ground-level retail, service, commercial and ground-level and second-story office uses facing a higher order street.
- B. Comprehensive Development Required. The AH-13 zone shall be constructed in accordance with a single, unified development plan in one phase. This shall not preclude, however, any landowner from subdividing the property into fee simple or condominium ownership of the property.
- C. Permitted Uses. In the AH-13 Zone, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except a comprehensive development including the following:
- (1) Townhouses facing Mount Lucas Road.
 - (2) Multiple dwellings above the ground floor or street level.
 - (3) Retail sales and services and restaurants located on the street level facing State Road (Rt. 206).
 - (4) Offices, inclusive of medical offices and urgent care facilities, except that such use shall be restricted to the ground floor and second story only.
- D. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
- (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Indoor and outdoor amenity space for residents.
 - (4) Communications infrastructure.
 - (5) Maintenance facilities.
 - (6) Storage facilities.
 - (7) Off-street parking, inclusive of structured parking, and off-street loading.
 - (8) Street/site furnishings.
 - (9) Home occupations.
 - (10) Fences and walls.
 - (11) Landscape amenities and open space.

- (12) Signs.
 - (13) Storm water management facilities and other utilities.
 - (14) Emergency generators and ancillary enclosures.
 - (15) Other customary uses which are clearly incidental and subordinate to a permitted principal use on the same lot.
- E. Required Income Restriction. In any AH-13 zone, at least twenty percent (20%) of the total number of dwellings shall be affordable to very-low-, low- and moderate-income households, but in no instance shall the number of such affordable dwellings be less than sixteen (16). Affordable units shall be restricted, regulated and administered consistent with the Municipality's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Municipality's Affordable Housing Ordinance (§T10B-332).
- F. AH-13 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:
- (1) Minimum setback requirements:
 - (a) From State Road 206: ten (10) feet.
 - (b) From Mount Lucas Road: zero (0) feet.
 - (c) From Cherry Hill Road: ten (10) feet.
 - (d) From any other property line: zero (0) feet.
 - (2) Maximum impervious coverage: 95%.
 - (3) Building height: The maximum building height shall be five (5) stories, not to exceed sixty-five (65) feet, measured from the average elevation of the curblin along the State Road (Rt. 206) frontage. An enclosed penthouse level shall be permitted and shall be exempt from the maximum building height requirement provided that it is used solely for resident amenities and provided further that it occupy no more than 10% of the roof area of the building; not exceed 11 feet in height; and be set back a minimum of 15 feet from the edge of the roof from street facing facades. For townhouses facing Mount Lucas Road the maximum height shall be two and a half (2.5) stories from the level of the street, not to exceed 35 feet, measured from the average elevation of the curblin along the frontage for each individual unit.
 - (4) Maximum number of dwelling units shall not exceed eighty-two (82) dwellings in the AH-13 zone.
 - (5) Maximum number of buildings: Multiple buildings per lot are permitted.

- (6) Minimum floor area devoted to retail sales and services and restaurants: 2,500 square feet.
- (7) Minimum floor area devoted to offices, inclusive of medical offices and urgent care facilities: 9,000 square feet.

G. Off-street parking.

- (1) Residential uses. Eight tenths (0.8) off-street parking spaces shall be provided for each dwelling.
- (2) Non-residential uses. One (1) space for each 400 square feet of retail sales and services; one space for each 300 square feet of office space; and one space for each five (5) seats in a restaurant.
- (3) Shared parking. The above parking standards may be reduced if a shared parking study is submitted to and approved by the Planning Board demonstrating that the mix of land uses have different parking demands and are therefore able to use the same space throughout the day.
- (4) Compact spaces. A maximum of 25% of spaces within parking structures may be designed as compact spaces.
- (5) Bicycle parking shall be provided in accordance with § T10B-282.2.

H. Lighting. Illumination of sites and buildings shall be regulated pursuant to §T10B-317.1, Lighting.

I. Signs.

- (1) No more than two multi-family building mounted identification facade signs shall be permitted on the fifth story but not to exceed the top of the roof parapet and not to exceed eighty (80) square feet in size combined in total. If illuminated, such signs shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.
- (2) Four office building identification signs shall be permitted: one building identification façade sign above the second story, not to exceed twenty-four (24) square feet in size, and three canopy-mounted signs above the first story not to exceed sixteen (16) square feet in size each. Canopy signs may encroach into the required setbacks. If illuminated, signs shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.
- (3) One single-sided façade sign shall be permitted identifying the multi-family building lobby entrance along Mount Lucas Road not to exceed twenty (20) square feet in size. The sign shall be located on the south-facing wall of the lobby building. If illuminated, the sign shall be either externally lit with directional lights that are shielded (so as to sufficiently

illuminate the sign content) or halo-lit with shielded back glow illumination.

- (4) One canopy-mounted retail identification sign per tenant shall be permitted above the first story of the building not to exceed sixteen (16) square feet in size. If illuminated, such sign shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination. One projecting sign shall be allowed per retail tenant in accordance with §B17A-368(5).
- (5) One canopy-mounted building sign facing Mount Lucas Road shall be permitted above the first story not to exceed twenty (20) square feet in size. If illuminated, such sign shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.
- (6) Two building mounted parking garage entrance signs shall be permitted above the first story of the building, one facing State Road (Rt. 206) and the other facing Mount Lucas Road. Neither sign shall exceed thirteen (13) square feet in size. If illuminated, such signs shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.
- (7) Address numbers shall be permitted at each entrance to a townhouse unit.

Section 4. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 5. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 6. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 7. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 8. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton's zoning ordinance by creating a new affordable housing zoning district in furtherance of Princeton's Fourth Round Housing Plan Element and Fair Share Plan.

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 23, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for March 9, 2026 at 7:30 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.



MUNICIPALITY ^{of} PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Mayor and Council
From: Justin Lesko, AICP, PP – Planning Director *JL*
Nathan Foote, AICP, PP – Assistant Planning Director
Date: March 6th, 2026
Subject: **Ordinance #2026-11: An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton to Create the Affordable Housing District-13 (AH-13) in Furtherance of the Fair Housing Act**
Council Introduction – February 23rd, 2026
Planning Board Review – March 5th, 2026

The Princeton Council has referred Ordinance #2026-11 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance establishes the Affordable Housing District 13 (AH-13) at the properties of 11-33 State Road and 60 Mount Lucas Road, which allows for up to 82 new residential units in a mixed use development, with a minimum requirement of 16 affordable housing units. The ordinance was introduced on February 23rd. The Planning Board reviewed the ordinance at their regular meeting open to the public on March 5th.

By a unanimous vote, the Board found Ordinance #2026-11 to be substantially consistent with the Princeton Master Plan and recommended approval of the Ordinance. While the Board did not have any recommendations, a member did express concern about circulation, especially at Cherry Hill Road, and the hope that this issue will be thoroughly considered and addressed in the site design.

See the memo from Mr. Foote to the Board for more information on the ordinance, the Affordable Housing District 13 (AH-13) it would establish, and its relation to the Princeton Master Plan, including the Fourth Round Housing Plan Element and Fair Share Plan. The memo is attached.

Please reach out if there are any questions or concerns regarding the ordinance or the Planning Board’s review.



MUNICIPALITY ^{of} PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Planning Board
From: Nathan Foote, AICP, PP – Assistant Planning Director
Date: February 27th, 2026
Subject: **Ordinance #2026-11: An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton to Create the Affordable Housing District-13 (AH-13) in Furtherance of the Fair Housing Act**
Council Introduction – February 23rd, 2026

The Princeton Council has referred Ordinance #2026-11 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance was introduced on February 23rd and is scheduled for a public hearing on March 9th. Ordinance 2026-11 is attached to this memo for reference.

The ordinance establishes the Affordable Housing District 13 (AH-13), comprised of two lots: Block 7004, Lots 1 and 2 (11-33 State Road and 60 Mount Lucas Road). Both lots are currently developed with commercial buildings. Lot 1 (the southern lot with frontages on State Road – Route 206, Mount Lucas Road, and Cherry Hill Road) is developed with a bank building with drive-thru, a two-story medical office building, and a one-story commercial building. The lot also includes parking areas along Mount Lucas Road and State Road. Lot 2 (the northern through lot with frontages on State Road and Mount Lucas Road) is developed with a three-story office building, along with parking areas along both frontages. It is noted that the topography of the site includes a slope running down the center of both properties parallel to Mount Lucas and State Roads, such that the two-story office building on Lot 1 looks like a one-story building from Mount Lucas Road. Both lots are located in the B-2 Business zone of the former Township. Lot 2 is adjacent to the Princeton Centre shopping center to the north (also located in the B-2 T zone). To the east (across Mount Lucas Road), west (across State Road), southeast, and further north of the property are residential uses in the R-6 Residential zone of the former Township. To the south are municipal uses, including the Princeton First Aid and Rescue Squad (across Cherry Hill Road), that are also in the R-6 T zone. The Unitarian Universalist Congregation of Princeton is located further to the southwest (across Cherry Hill Road and State Road).

The AH-13 district is intended to provide a realistic opportunity for the construction of affordable housing pursuant to the New Jersey Fair Housing Act and to comply with the Municipality’s constitutional obligation to provide housing for low-and moderate-income households. The site is included in the Municipality’s Fourth Round Housing Plan Element and Fair Share Plan (“Fourth Round HEFSP”) as adopted by the Planning Board on June 25, 2025, and endorsed by Council on June 26, 2025. Pages 68-69 of the Fourth Round HEFSP includes how the future development meets the criteria of site availability, suitability, approvability and developability as required by state law. Appendix L of the Fourth Round Plan includes a map of site constraints. Appendix L is attached to this memo.

As called for in the Fourth Round Plan, Ordinance 2026-11 establishes an AH-13 zone that would allow for up to 82 dwelling units. The ordinance requires a comprehensive development of the site that will include multi-family residential units above the ground floor or street level, townhouses along Mount Lucas Road, retail sales and services and restaurants (minimum 2,500 square feet of floor area) on the

street level facing State Road, and offices (including medical offices and urgent care facilities) restricted to the ground floor and second story (minimum 9,000 square feet of floor area). The ordinance requires a minimum set-aside of 20% of residential units as affordable units, with a minimum number of 16 units. The affordable units would be regulated consistent with the Uniform Housing Affordability Controls (UHAC) and the New Jersey Fair Housing Act.

The proposed ordinance permits a maximum height, as measured from the average curblineline elevation along the State Road frontage, of five stories and 65 feet. An enclosed penthouse level for residential amenities with maximum height of 11 feet is also permitted. Townhouses facing Mount Lucas Road are permitted a maximum height of 2.5 stories and 35 feet as measured from the average curblineline elevation along the frontage for each unit. Maximum impervious coverage is 95%. Yard setbacks are required for the State Road (10 feet) and Cherry Hill Road (10 feet). Per the proposed ordinance, the following parking space ratios are required: 0.8 parking space for each residential unit, one parking space for each 400 square feet of retail sales and service, one parking space for each five seats in a restaurant, and each parking space for each 300 square feet of office space. Bicycle parking is required to follow the existing municipal code, and 25% of car parking in a parking structure may be compact spaces. The ordinance permits the following signs: two building-mounted multi-family identification signs; four office building identification signs, including one façade sign and three canopy-mounted signs; one single-sided façade sign identifying the multi-family building lobby entrance along Mount Lucas Road; one canopy-mounted sign and one projecting sign per retail tenant; one canopy-mounted sign along Mount Lucas Road; and two building mounted parking garage entrance signs (one facing State Road and the other facing Mount Lucas Road).

In my professional opinion, the ordinance is consistent with the Master Plan. Aside from being directly called for in the Municipality's adopted Fourth Round HEFSP, Ordinance 2026-11 is substantially consistent with many other goals of the Princeton Master Plan. One of the key findings from community input in the Introduction section of the plan is that Princeton needs more housing, especially at lower price points. The Vision statement includes that Princeton will have "housing ample and diverse enough to accommodate all who want to live here" and the Princeton of the future will be "affordable to households of all income levels." A Land Use goal of the plan is to enhance the existing pattern of land use, particularly by strengthening mixed-use centers in town. The Mobility goals of the plan include reducing inbound commuting through the development of additional housing in areas where jobs are located and encouraging shifts from single-occupancy vehicle travel to low- or zero-emissions mobility options such as walking, cycling, and transit. Utility Goals and Natural Resource Conservation Goals such as accommodating future growth while minimizing adverse impacts to the natural environment are supported by repurposing an already developed parcel.

The Board shall determine if they find the Ordinance consistent with the Master Plan and provide any comments to Council. If Council approves the Ordinance, any future development would require site plan approval by the Board.



MUNICIPALITY OF PRINCETON

Office of the Municipal Clerk

400 Witherspoon Street

Princeton, NJ 08540

(609) 924-5704

dmount@princetonnj.gov

MEMORANDUM

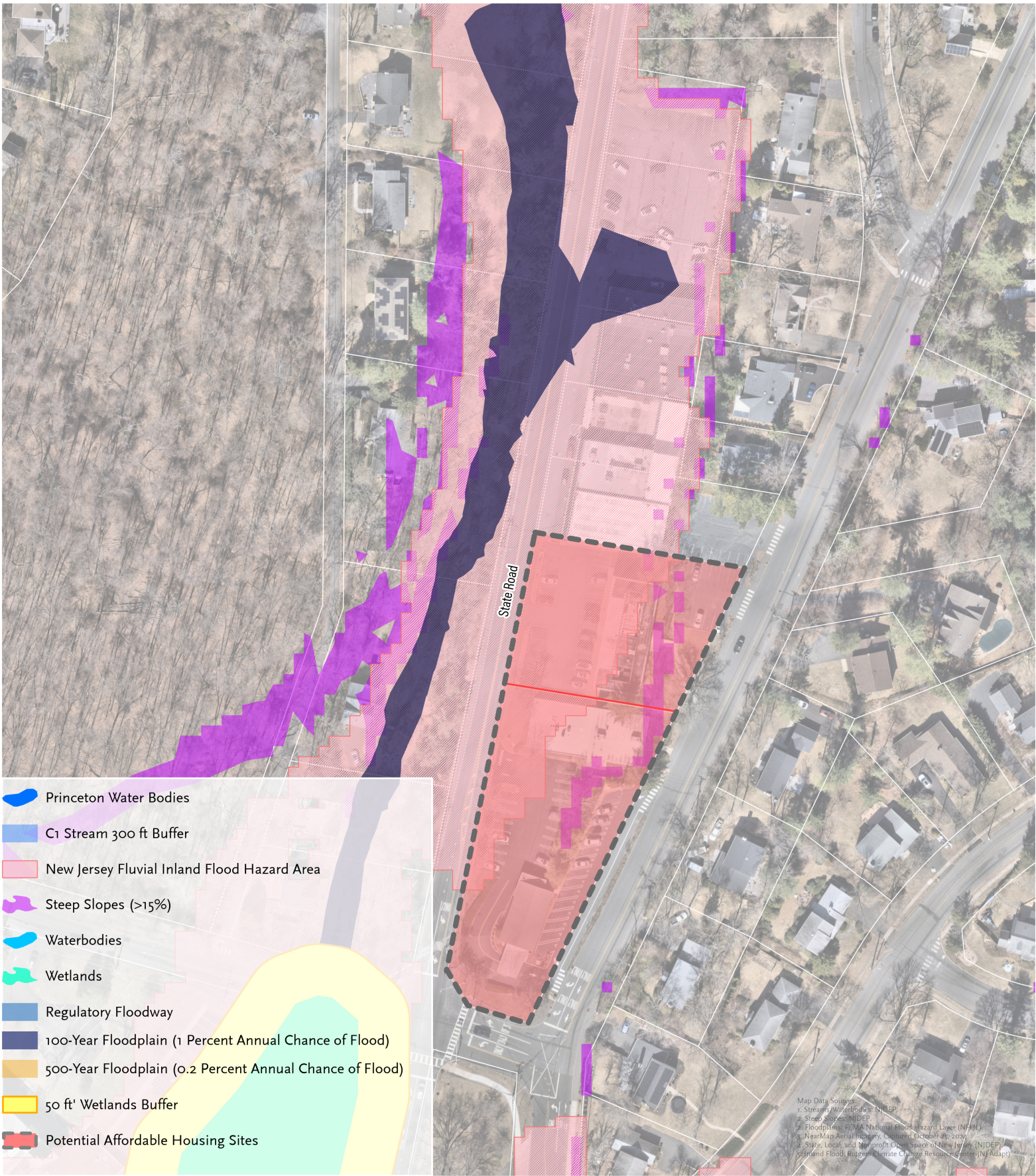
To: Planning Board
From: Dawn M. Mount, *Municipal Clerk*
CC: Justin Lesko, *Planning Director*
Subject: Planning Board Review of Ordinance 2026-11 upon Introduction
Date: February 25, 2026












On behalf of the Mayor and Council, and in accordance with the provisions of N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64, the attached ordinance, introduced at the Regular Meeting of February 9, 2026, is being directed to the Planning Board for its review and consideration. Please transmit the report of findings and recommendations from the Planning Board no later than thirty-five (35) days from this referral. It should be noted that the tentative date of the public hearing and final adoption of this ordinance is scheduled to take place at the Mayor and Council Regular Meeting of March 9, 2026.

Thank you in advance for your cooperation. Please contact me should you have any questions or concerns.



Appendix L. 11 State Road Documentation



-  Princeton Water Bodies
-  C1 Stream 300 ft Buffer
-  New Jersey Fluvial Inland Flood Hazard Area
-  Steep Slopes (>15%)
-  Waterbodies
-  Wetlands
-  Regulatory Floodway
-  100-Year Floodplain (1 Percent Annual Chance of Flood)
-  500-Year Floodplain (0.2 Percent Annual Chance of Flood)
-  50 ft Wetlands Buffer
-  Potential Affordable Housing Sites

Map Data Sources:
 1. Streams Waterbodies: NJDEP
 2. Steep Slopes: NJDEP
 3. Floodplains: FEMA National Flood Hazard Layer (NFHL)
 4. NearMap Aerial Imagery, Captured October 25, 2024
 5. State, Local, and Nonprofit Open Space of New Jersey (NJDEP)
 6. Inland Flood: Rutgers Climate Change Resource Center (NJ Adapt)



Clarke Caton Hintz
 Architecture
 Planning
 Landscape Architecture

Potential Sites for Affordable Housing Development

Site 6: 11 State Road/33 State Road/60 Mt. Lucas Road

LOCATION:
 Princeton, Mercer County, NJ

DATE:
 June 2025

Site #	Block	Lot	Site Address
6	7004	1, 2	11 State Road/ 33 State Road/ 60 Mt. Lucas Road

ORDINANCE #2026-11

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER T10B ENTITLED “LAND USE” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING DISTRICT-13 (AH-13) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, *et seq.*, as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new Affordable Housing District-13 (“AH-13”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Zoning Map. Section §T10B-242, “Zoning Map”, of Chapter T10B of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

<u>Block(s)</u>	<u>Lot(s)</u>	<u>Street Address</u>	<u>Existing District</u>	<u>New District</u>
7004	1, 2	11-33 State Road, 60 Mt. Lucas Road	B-2T	AH-13

Section 2. Division of Township into Zoning Districts. §T10B-244, “Division of Township into Zoning Districts”, of Chapter T10B of the Code is hereby supplemented and amended to add the following zoning district:

Affordable Housing-13 (AH-13) Zone.

Section 3. Affordable Housing District Provisions. Division 2, “Zoning Districts”, of Chapter T10B of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision 2.27 “Affordable Housing (AH) Zones” as follows:

§T10B-272.119. Affordable Housing - 13 (AH-13)

- A. Purpose. The purpose of the Affordable Housing-13 (AH-13) zoning district is to provide a realistic opportunity for the construction of affordable housing pursuant to the New Jersey Fair Housing Act and thereby comply with the Municipality's constitutional obligation to provide such housing for low-and moderate-income households. Specifically, the AH-13 zone is established to encourage redevelopment consisting of multiple dwellings and townhouses with an affordable housing set- aside, along with ground-level retail, service, commercial and ground-level and second-story office uses facing a higher order street.
- B. Comprehensive Development Required. The AH-13 zone shall be constructed in accordance with a single, unified development plan in one phase. This shall not preclude, however, any landowner from subdividing the property into fee simple or condominium ownership of the property.
- C. Permitted Uses. In the AH-13 Zone, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except a comprehensive development including the following:
- (1) Townhouses facing Mount Lucas Road.
 - (2) Multiple dwellings above the ground floor or street level.
 - (3) Retail sales and services and restaurants located on the street level facing State Road (Rt. 206).
 - (4) Offices, inclusive of medical offices and urgent care facilities, except that such use shall be restricted to the ground floor and second story only.
- D. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
- (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Indoor and outdoor amenity space for residents.
 - (4) Communications infrastructure.
 - (5) Maintenance facilities.
 - (6) Storage facilities.
 - (7) Off-street parking, inclusive of structured parking, and off-street loading.
 - (8) Street/site furnishings.
 - (9) Home occupations.
 - (10) Fences and walls.
 - (11) Landscape amenities and open space.

- (12) Signs.
 - (13) Storm water management facilities and other utilities.
 - (14) Emergency generators and ancillary enclosures.
 - (15) Other customary uses which are clearly incidental and subordinate to a permitted principal use on the same lot.
- E. Required Income Restriction. In any AH-13 zone, at least twenty percent (20%) of the total number of dwellings shall be affordable to very-low-, low- and moderate-income households, but in no instance shall the number of such affordable dwellings be less than sixteen (16). Affordable units shall be restricted, regulated and administered consistent with the Municipality's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Municipality's Affordable Housing Ordinance (§T10B-332).
- F. AH-13 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:
- (1) Minimum setback requirements:
 - (a) From State Road 206: ten (10) feet.
 - (b) From Mount Lucas Road: zero (0) feet.
 - (c) From Cherry Hill Road: ten (10) feet.
 - (d) From any other property line: zero (0) feet.
 - (2) Maximum impervious coverage: 95%.
 - (3) Building height: The maximum building height shall be five (5) stories, not to exceed sixty-five (65) feet, measured from the average elevation of the curblin along the State Road (Rt. 206) frontage. An enclosed penthouse level shall be permitted and shall be exempt from the maximum building height requirement provided that it is used solely for resident amenities and provided further that it occupy no more than 10% of the roof area of the building; not exceed 11 feet in height; and be set back a minimum of 15 feet from the edge of the roof from street facing facades. For townhouses facing Mount Lucas Road the maximum height shall be two and a half (2.5) stories from the level of the street, not to exceed 35 feet, measured from the average elevation of the curblin along the frontage for each individual unit.
 - (4) Maximum number of dwelling units shall not exceed eighty-two (82) dwellings in the AH-13 zone.
 - (5) Maximum number of buildings: Multiple buildings per lot are permitted.

- (6) Minimum floor area devoted to retail sales and services and restaurants: 2,500 square feet.
- (7) Minimum floor area devoted to offices, inclusive of medical offices and urgent care facilities: 9,000 square feet.

G. Off-street parking.

- (1) Residential uses. Eight tenths (0.8) off-street parking spaces shall be provided for each dwelling.
- (2) Non-residential uses. One (1) space for each 400 square feet of retail sales and services; one space for each 300 square feet of office space; and one space for each five (5) seats in a restaurant.
- (3) Shared parking. The above parking standards may be reduced if a shared parking study is submitted to and approved by the Planning Board demonstrating that the mix of land uses have different parking demands and are therefore able to use the same space throughout the day.
- (4) Compact spaces. A maximum of 25% of spaces within parking structures may be designed as compact spaces.
- (5) Bicycle parking shall be provided in accordance with § T10B-282.2.

H. Lighting. Illumination of sites and buildings shall be regulated pursuant to §T10B-317.1, Lighting.

I. Signs.

- (1) No more than two multi-family building mounted identification facade signs shall be permitted on the fifth story but not to exceed the top of the roof parapet and not to exceed eighty (80) square feet in size combined in total. If illuminated, such signs shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.
- (2) Four office building identification signs shall be permitted: one building identification façade sign above the second story, not to exceed twenty-four (24) square feet in size, and three canopy-mounted signs above the first story not to exceed sixteen (16) square feet in size each. Canopy signs may encroach into the required setbacks. If illuminated, signs shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.
- (3) One single-sided façade sign shall be permitted identifying the multi-family building lobby entrance along Mount Lucas Road not to exceed twenty (20) square feet in size. The sign shall be located on the south-facing wall of the lobby building. If illuminated, the sign shall be either externally lit with directional lights that are shielded (so as to sufficiently

illuminate the sign content) or halo-lit with shielded back glow illumination.

- (4) One canopy-mounted retail identification sign per tenant shall be permitted above the first story of the building not to exceed sixteen (16) square feet in size. If illuminated, such sign shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination. One projecting sign shall be allowed per retail tenant in accordance with §B17A-368(5).
- (5) One canopy-mounted building sign facing Mount Lucas Road shall be permitted above the first story not to exceed twenty (20) square feet in size. If illuminated, such sign shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.
- (6) Two building mounted parking garage entrance signs shall be permitted above the first story of the building, one facing State Road (Rt. 206) and the other facing Mount Lucas Road. Neither sign shall exceed thirteen (13) square feet in size. If illuminated, such signs shall be either externally lit with directional lights that are shielded (so as to sufficiently illuminate the sign content) or halo-lit with shielded back glow illumination.
- (7) Address numbers shall be permitted at each entrance to a townhouse unit.

Section 4. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 5. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 6. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 7. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 8. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton's zoning ordinance by creating a new affordable housing zoning district in furtherance of Princeton's Fourth Round Housing Plan Element and Fair Share Plan.

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 23, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for March 9, 2026 at 7:30 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 26-12

Agenda Date: 3/9/2026

Agenda #: 4.

An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled "Land Use and Zoning" of the Municipality of Princeton to Create the Affordable Housing District-17 (AH-17) in Furtherance of the Fair Housing Act- Roll Call

ORDINANCE #2026-12

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER B17A ENTITLED “LAND USE AND ZONING” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING DISTRICT-17 (AH-17) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, *et seq.*, as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new Affordable Housing District-17 (“AH-17”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Affordable Housing Districts. Section §B17A-202(i), “Affordable Housing Districts”, of Chapter B17A of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled “Land Use and Zoning”, is amended to add the following new zoning district:

- (17) AH-17 Affordable Housing – 17.

Section 2. Zoning Map. Section §B17A-203, “District Map”, of Chapter B17A of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

<u>Block(s)</u>	<u>Lot(s)</u>	<u>Street Address</u>	<u>Existing District</u>	<u>New District</u>
32.01	167	27 N. Harrison Street	AHO-2 and R-3B	AH-17

Section 3. Affordable Housing District Provisions. Division 10 “Affordable Housing Zones” of Chapter B17A of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision II “Affordable Housing (AH) Zones” as follows:

§B17A-497. Affordable Housing District 17 (AH-17)

- A. Purpose. The purpose of the Affordable Housing District – 17 (AH-17) zoning district is to redevelop land no longer necessary for a public use for an affordable housing development in furtherance of the housing policies expressed in the Master Plan.

- B. Permitted Uses. In the AH-17 district, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Multiple dwellings.
 - (2) Townhouses.
 - (3) Municipal use.

- C. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
 - (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Communications infrastructure.
 - (4) Maintenance and storage.
 - (5) Off-street parking and loading.
 - (6) Street/site furnishings.
 - (7) Home occupations.
 - (8) Fences and walls.
 - (9) Landscape amenities and open space.
 - (10) Signs.
 - (11) Storm water management facilities and other utilities.
 - (12) Other customary uses which are clearly incidental and subordinate to a permitted principal use on the same lot.

- D. Required Income Restriction. In any AH-17 district, all dwellings shall be affordable to very low, low and moderate income households. Affordable units shall be restricted, regulated and administered consistent with the Municipality's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Municipality's Affordable Housing Ordinance (§T10B-332).
- E. AH-17 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:
- (1) Minimum yard requirements:
 - (a) Front yard: five (5) feet.
 - (b) Northern Side yard: eight (8) feet.
 - (c) Southern side yard: five (5) feet.
 - (d) Rear yard: fifteen (15) feet.
 - (2) Maximum impervious coverage: ninety percent (90%).
 - (3) Building height: Maximum building height shall be three stories (3) stories, not to exceed thirty-six (36) feet, within twenty-five (25) feet of the front property line, and four (4) stories and forty-eight (48) feet on the remainder of the lot.
 - (4) Minimum dwellings. At least 34 dwelling units shall be developed within the AH-17 district.
- F. Maximum number of buildings: multiple buildings per lot are permitted.
- G. Off-street parking: a minimum of one parking space per dwelling unit shall be provided.
- H. Landscaping. A landscaped buffer of not less than five (5) feet in width shall be provided along any common property line in a side or rear yard where a side or rear yard is required. Buffers may be comprised of fences and landscaping, which shall be of a sufficient quantity and size to provide a visual separation from adjacent property.
- I. Lighting. Illumination of sites and buildings shall be regulated pursuant to §B17A-365.1 Lighting.

- J. Signs. Signs shall be regulated pursuant to municipal signage regulations.
- K. Additional development requirement. Any new construction within the AH-17 district shall be subject to a municipal developer’s agreement, or equivalent thereof, for the development of the site.

Section 4. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 5. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 6. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 7. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 8. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton’s zoning ordinance by creating a new affordable housing zoning district in furtherance of Princeton’s Fourth Round Housing Plan Element and Fair Share Plan.

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 23, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for March 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person

interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.



MUNICIPALITY OF PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Mayor and Council
From: Justin Lesko, AICP, PP – Planning Director *JL*
Nathan Foote, AICP, PP – Assistant Planning Director
Date: March 6th, 2026
Subject: **Ordinance #2026-12: An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled “Land Use and Zoning” of the Municipality of Princeton to Create the Affordable Housing District-17 (AH-17) in Furtherance of the Fair Housing Act**
Council Introduction – February 23rd, 2026
Planning Board Review – March 5th, 2026

The Princeton Council has referred Ordinance #2026-12 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance establishes the Affordable Housing District 17 (AH-17) at the property of 27 North Harrison Street, which requires a 100% affordable housing development, with a minimum requirement of 34 affordable housing units. The ordinance was introduced on February 23rd. The Planning Board reviewed the ordinance at their regular meeting open to the public on March 5th.

By a unanimous vote, the Board found Ordinance #2026-12 to be substantially consistent with the Princeton Master Plan and recommended approval of the Ordinance. The Board did not have any comments or recommendations.

See the memo from Mr. Foote to the Board for more information on the ordinance, the Affordable Housing District 17 (AH-17) it would establish, and its relation to the Princeton Master Plan, including the Fourth Round Housing Plan Element and Fair Share Plan. The memo is attached.

Please reach out if there are any questions or concerns regarding the ordinance or the Planning Board’s review.



MUNICIPALITY ^{of} PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Planning Board
From: Nathan Foote, AICP, PP – Assistant Planning Director
Date: February 27th, 2026
Subject: **Ordinance #2026-12: An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled “Land Use and Zoning” of the Municipality of Princeton to Create the Affordable Housing District-17 (AH-17) in Furtherance of the Fair Housing Act**
Council Introduction – February 23rd, 2026

The Princeton Council has referred Ordinance #2026-12 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance was introduced on February 23rd and is scheduled for a public hearing on March 9th. Ordinance 2026-12 is attached to this memo for reference.

The ordinance establishes the Affordable Housing District 17 (AH-17), comprised of one lot at 27 North Harrison Street: Block 32.01, Lot 167. The municipally-owned lot is developed with a two-story building that used to house a branch of the Princeton Fire Department but is currently utilized by the Princeton Department of Public Works as a maintenance facility (which is intended to be re-located to Princeton’s River Road property). It is noted that as far back as 1996 (in the Community Facilities Element of the Master Plan) this facility was recommended for relocation. The property is also developed with a paved parking area to the north side of the property. The lot is located in the R-3 Residential zone of the former Borough, and is also in the Affordable Housing Overlay-2 (AHO-2). The property is adjacent to the Queenston Common residential development to the north and east (also located in the R-3 B zone). To the west and northwest of the property (across North Harrison Street) are residential uses (mostly single-family) in the R-3 B zone. To the south are a mix of commercial uses (offices and retail) in the RO Residence-Office and NB Neighborhood Business zones of the former Borough. The lots immediately south of the subject property is part of a different site (the “Whole Earth” site) that is also listed in Princeton’s Fourth Round Plan.

The AH-17 district is intended to provide a realistic opportunity for the construction of affordable housing pursuant to the New Jersey Fair Housing Act and to comply with the Municipality’s constitutional obligation to provide housing for low-and moderate-income households. The site is included in the Municipality’s Fourth Round Housing Plan Element and Fair Share Plan (“Fourth Round HEFSP”) as adopted by the Planning Board on June 25, 2025, and endorsed by Council on June 26, 2025. Pages 72-73 of the Fourth Round HEFSP includes how the future development meets the criteria of site availability, suitability, approvability and developability as required by state law. Appendix P of the Fourth Round Plan includes a map of site constraints. Appendix P is attached to this memo.

As called for in the Fourth Round Plan, Ordinance 2026-12 establishes an AH-17 zone that requires a 100% affordable housing development consisting of a minimum of 34 units, which can either be multiple dwellings or townhouses. Multi-family residential units are permitted on all floors. The affordable units would be regulated consistent with the Uniform Housing Affordability Controls (UHAC) and the New Jersey Fair Housing Act.

The proposed ordinance permits a maximum height of three stories and 36 feet within 25 feet of the front property line. For the remainder of the property a maximum height of four stories and 48 feet is permitted. Maximum impervious coverage is 90%. Yard setbacks are required for the front (five feet), north side (eight feet), south side (five feet), and rear/east (15 feet). Per the proposed ordinance, one parking space is required for each residential unit. Landscaping buffers of minimum five feet are required where side and rear yards are required.

In my professional opinion, the ordinance is consistent with the Master Plan. Aside from being directly called for in the Municipality's adopted Fourth Round HEFSP, Ordinance 2026-12 is substantially consistent with many other goals of the Princeton Master Plan. One of the key findings from community input in the Introduction section of the plan is that Princeton needs more housing, especially at lower price points. The Vision statement includes that Princeton will have "housing ample and diverse enough to accommodate all who want to live here" and the Princeton of the future will be "affordable to households of all income levels." It is expected that affordable units in the future development of the site will be rental units. A Land Use goal of the plan is to enhance the existing pattern of land use, particularly by strengthening mixed-use centers in town. The Mobility goals of the plan include reducing inbound commuting through the development of additional housing in areas where jobs are located and encouraging shifts from single-occupancy vehicle travel to low- or zero-emissions mobility options such as walking, cycling, and transit. Utility Goals and Natural Resource Conservation Goals such as accommodating future growth while minimizing adverse impacts to the natural environment are supported by repurposing an already developed parcel.

The Board shall determine if they find the Ordinance consistent with the Master Plan and provide any comments to Council. If Council approves the Ordinance, any future development would require site plan approval by the Board.



MUNICIPALITY OF PRINCETON

Office of the Municipal Clerk

400 Witherspoon Street

Princeton, NJ 08540

(609) 924-5704

dmount@princetonnj.gov

MEMORANDUM

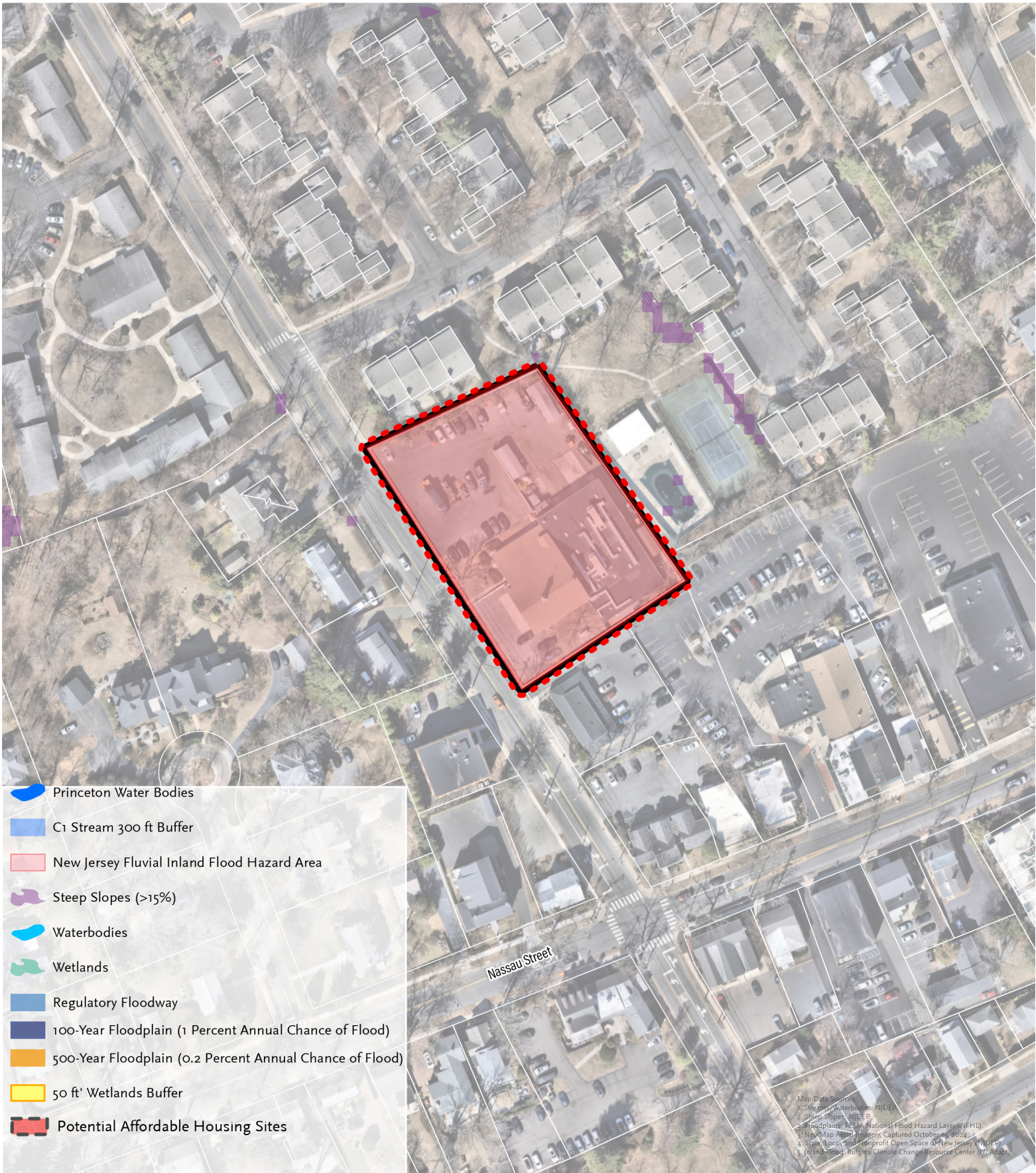
To: Planning Board
From: Dawn M. Mount, *Municipal Clerk*
CC: Justin Lesko, *Planning Director*
Subject: Planning Board Review of Ordinance 2026-12 upon Introduction
Date: February 25, 2026












On behalf of the Mayor and Council, and in accordance with the provisions of N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64, the attached ordinance, introduced at the Regular Meeting of February 9, 2026, is being directed to the Planning Board for its review and consideration. Please transmit the report of findings and recommendations from the Planning Board no later than thirty-five (35) days from this referral. It should be noted that the tentative date of the public hearing and final adoption of this ordinance is scheduled to take place at the Mayor and Council Regular Meeting of March 9, 2026.

Thank you in advance for your cooperation. Please contact me should you have any questions or concerns.



Appendix P. Harrison Street Firehouse Documentation



-  Princeton Water Bodies
-  C1 Stream 300 ft Buffer
-  New Jersey Fluvial Inland Flood Hazard Area
-  Steep Slopes (>15%)
-  Waterbodies
-  Wetlands
-  Regulatory Floodway
-  100-Year Floodplain (1 Percent Annual Chance of Flood)
-  500-Year Floodplain (0.2 Percent Annual Chance of Flood)
-  50 ft' Wetlands Buffer
-  Potential Affordable Housing Sites

Map Data Sources:
 1. Princeton Waterbodies: NJDEP
 2. Steep Slopes: NJDEP
 3. Floodplains: FEMA National Flood Hazard Layer (NFHL)
 4. NearMap Aerial Imagery, Captured October 14, 2024
 5. State, Local, and Nonprofit Open Space of New Jersey (NJDEP)
 6. Inland Flood: Rutgers Climate Change Resource Center (NJ Adapt)



SITE #	BLOCK	LOT	SITE ADDRESS
9	32.01	167	27 NORTH HARRISON STREET

Potential Sites for Affordable Housing Development

Site 9: Harrison Street Garage and Firehouse

ORDINANCE #2026-12

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER B17A ENTITLED “LAND USE AND ZONING” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING DISTRICT-17 (AH-17) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, *et seq.*, as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new Affordable Housing District-17 (“AH-17”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Affordable Housing Districts. Section §B17A-202(i), “Affordable Housing Districts”, of Chapter B17A of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled “Land Use and Zoning”, is amended to add the following new zoning district:

- (17) AH-17 Affordable Housing – 17.

Section 2. Zoning Map. Section §B17A-203, “District Map”, of Chapter B17A of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

<u>Block(s)</u>	<u>Lot(s)</u>	<u>Street Address</u>	<u>Existing District</u>	<u>New District</u>
32.01	167	27 N. Harrison Street	AHO-2 and R-3B	AH-17

Section 3. Affordable Housing District Provisions. Division 10 “Affordable Housing Zones” of Chapter B17A of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision II “Affordable Housing (AH) Zones” as follows:

§B17A-497. Affordable Housing District 17 (AH-17)

- A. Purpose. The purpose of the Affordable Housing District – 17 (AH-17) zoning district is to redevelop land no longer necessary for a public use for an affordable housing development in furtherance of the housing policies expressed in the Master Plan.

- B. Permitted Uses. In the AH-17 district, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Multiple dwellings.
 - (2) Townhouses.
 - (3) Municipal use.

- C. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
 - (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Communications infrastructure.
 - (4) Maintenance and storage.
 - (5) Off-street parking and loading.
 - (6) Street/site furnishings.
 - (7) Home occupations.
 - (8) Fences and walls.
 - (9) Landscape amenities and open space.
 - (10) Signs.
 - (11) Storm water management facilities and other utilities.
 - (12) Other customary uses which are clearly incidental and subordinate to a permitted principal use on the same lot.

- D. Required Income Restriction. In any AH-17 district, all dwellings shall be affordable to very low, low and moderate income households. Affordable units shall be restricted, regulated and administered consistent with the Municipality's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Municipality's Affordable Housing Ordinance (§T10B-332).
- E. AH-17 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:
- (1) Minimum yard requirements:
 - (a) Front yard: five (5) feet.
 - (b) Northern Side yard: eight (8) feet.
 - (c) Southern side yard: five (5) feet.
 - (d) Rear yard: fifteen (15) feet.
 - (2) Maximum impervious coverage: ninety percent (90%).
 - (3) Building height: Maximum building height shall be three stories (3) stories, not to exceed thirty-six (36) feet, within twenty-five (25) feet of the front property line, and four (4) stories and forty-eight (48) feet on the remainder of the lot.
 - (4) Minimum dwellings. At least 34 dwelling units shall be developed within the AH-17 district.
- F. Maximum number of buildings: multiple buildings per lot are permitted.
- G. Off-street parking: a minimum of one parking space per dwelling unit shall be provided.
- H. Landscaping. A landscaped buffer of not less than five (5) feet in width shall be provided along any common property line in a side or rear yard where a side or rear yard is required. Buffers may be comprised of fences and landscaping, which shall be of a sufficient quantity and size to provide a visual separation from adjacent property.
- I. Lighting. Illumination of sites and buildings shall be regulated pursuant to §B17A-365.1 Lighting.

- J. Signs. Signs shall be regulated pursuant to municipal signage regulations.
- K. Additional development requirement. Any new construction within the AH-17 district shall be subject to a municipal developer’s agreement, or equivalent thereof, for the development of the site.

Section 4. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 5. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 6. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 7. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 8. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton’s zoning ordinance by creating a new affordable housing zoning district in furtherance of Princeton’s Fourth Round Housing Plan Element and Fair Share Plan.

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 23, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for March 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person

interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 26-13

Agenda Date: 3/9/2026

Agenda #: 5.

An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled "Land Use" of the Municipality of Princeton to Create the Affordable Housing District-18 (AH-18) in Furtherance of the Fair Housing Act- Roll Call

ORDINANCE #2026-13

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER T10B ENTITLED “LAND USE” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING DISTRICT-18 (AH-18) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, *et seq.*, as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new Affordable Housing District-18 (“AH-18”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Zoning Map. Section §T10B-242, “Zoning Map”, of Chapter T10B of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

Block(s)	Lot(s)	Street Address	Existing District	New District
6902	29	303 John Street	R-9T	AH-18

Section 2. Division of Township into Zoning Districts. §T10B-244, “Division of Township into Zoning Districts”, of Chapter T10B of the Code is hereby supplemented and amended to add the following zoning district:

Affordable Housing-18 (AH-18) Zone.

Section 3. Affordable Housing District Provisions. Division 2, “Zoning Districts”, of Chapter T10B of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision 2.27 “Affordable Housing (AH) Zones” as follows:

§T10B-272.123. Affordable Housing - 18 (AH-18)

- A. Purpose. The purpose of the Affordable Housing District – 18 (AH-18) zoning district is to redevelop land no longer necessary for a public use for an affordable housing development in furtherance of the housing policies expressed in the Master Plan.

- B. Permitted Uses. In –the AH-18 district, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Multiple dwellings.
 - (2) Townhouses.

- C. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
 - (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Communications infrastructure.
 - (4) Maintenance and storage.
 - (5) Off-street parking and loading.
 - (6) Street/site furnishings.
 - (7) Home occupations.
 - (8) Fences and walls.
 - (9) Landscape amenities and open space.
 - (10) Signs.
 - (11) Storm water management facilities and other utilities
 - (12) Other customary uses which are clearly incidental and subordinate to a permitted principal use on the same lot.

- D. Required Income Restriction. In any AH-18 district, all dwellings shall be affordable to very low, low and moderate income households, except that one dwelling may be exempt from such requirement for a site manager or superintendent’s living quarters. Affordable units shall be restricted, regulated and

administered consistent with the Municipality's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Municipality's Affordable Housing Ordinance (§T10B-332).

- E. AH-18 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:
 - (1) Minimum yard requirements:
 - (a) Front yard: zero (0) feet.
 - (b) Side yard: five (5) feet.
 - (c) Rear yard: five (5) feet.
 - (2) Maximum impervious coverage: eighty percent (80%).
 - (3) Building height: Maximum building height shall be three-and-a-half (3.5) stories, not to exceed forty-five (45) feet.
 - (4) Minimum dwellings. At least thirty-five (35) affordable dwellings shall be developed within the AH-18 district.
- F. Maximum number of buildings: Multiple buildings per lot are permitted.
- G. Off-street parking for vehicles and bicycles.
 - (1) 0.8 vehicle parking space per dwelling unit.
 - (2) On-street parking credit. Off-street vehicle parking requirements shall be reduced by the number of new on-street public parking spaces created.
 - (3) Bicycle parking shall be provided in accordance with §T10B-282.2.
- H. Landscaping. A landscaped buffer of not less than three (3) feet in width shall be provided along any common property line in a side or rear yard where a side or rear yard is required. Buffers may be comprised of fences and landscaping, which shall be of a sufficient quantity and size to provide a visual separation from adjacent property.
- I. Lighting. Illumination of sites and buildings shall be regulated pursuant to §B17A-365.1 Lighting.
- J. Signs. Signs shall be regulated pursuant to municipal code.

Section 4. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 5. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 6. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 7. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 8. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton’s zoning ordinance by creating a new affordable housing zoning district in furtherance of Princeton’s Fourth Round Housing Plan Element and Fair Share Plan.

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 23, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for March 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.



MUNICIPALITY ^{of} PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Mayor and Council
From: Justin Lesko, AICP, PP – Planning Director *JL*
Nathan Foote, AICP, PP – Assistant Planning Director
Date: March 6th, 2026
Subject: **Ordinance #2026-13: An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton to Create the Affordable Housing District-18 (AH-18) in Furtherance of the Fair Housing Act**
Council Introduction – February 23rd, 2026
Planning Board Review – March 5th, 2026

The Princeton Council has referred Ordinance #2026-13 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance establishes the Affordable Housing District 18 (AH-18) at the property of 303 John Street, which requires a 100% affordable housing development, with a minimum requirement of 35 affordable housing units. The ordinance was introduced on February 23rd. The Planning Board reviewed the ordinance at their regular meeting open to the public on March 5th.

By a unanimous vote, the Board found Ordinance #2026-13 to be substantially consistent with the Princeton Master Plan and recommended approval of the Ordinance. The Board did not have any comments or recommendations. A member of the public expressed support of and appreciation for the ordinance.

See the memo from Mr. Foote to the Board for more information on the ordinance, the Affordable Housing District 18 (AH-18) it would establish, and its relation to the Princeton Master Plan, including the Fourth Round Housing Plan Element and Fair Share Plan. The memo is attached.

Please reach out if there are any questions or concerns regarding the ordinance or the Planning Board’s review.



MUNICIPALITY OF PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Planning Board
From: Nathan Foote, AICP, PP – Assistant Planning Director
Date: February 27th, 2026
Subject: **Ordinance #2026-13: An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton to Create the Affordable Housing District-18 (AH-18) in Furtherance of the Fair Housing Act**
Council Introduction – February 23rd, 2026

The Princeton Council has referred Ordinance #2026-13 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance was introduced on February 23rd and is scheduled for a public hearing on March 9th. Ordinance 2026-13 is attached to this memo for reference.

The ordinance establishes the Affordable Housing District 18 (AH-18), comprised of one lot at 303 John Street: Block 6902, Lot 29. The municipally-owned lot is developed with the municipal public works facility, which is planned to be relocated to Princeton’s River Road property. The relocation of the facility has been a long-standing matter, with the 1996 Community Facilities Element of the Master Plan noting on page 75 that, “Both public works facilities are functional but could use upgrading and modernization. Relocation of the John Street facility is currently underway and will probably be completed by 1997.” The lot is located in the R-9 Residential zone of the former Township. The property is adjacent to the Community Park School property to the north (located in the R-6 Residential zone of the former Township). To the west (across John Street) are residential uses in the R-9 T zone. Also to the west and northwest is the Community Park South property located in the R-6 T zone. The property is also adjacent to the former Princeton Packet building that is currently a multi-tenant commercial building, located in the B-1 Business zone of the former Township. To the south are residential uses in the R-9 T zone.

The AH-18 district is intended to provide a realistic opportunity for the construction of affordable housing pursuant to the New Jersey Fair Housing Act and to comply with the Municipality’s constitutional obligation to provide housing for low-and moderate-income households. The site is included in the Municipality’s Fourth Round Housing Plan Element and Fair Share Plan (“Fourth Round HEFSP”) as adopted by the Planning Board on June 25, 2025, and endorsed by Council on June 26, 2025. Pages 73-74 of the Fourth Round HEFSP includes how the future development meets the criteria of site availability, suitability, approvability and developability as required by state law. Appendix Q of the Fourth Round Plan includes a map of site constraints and two initial site concepts. Appendix Q is attached to this memo.

As called for in the Fourth Round Plan, Ordinance 2026-13 establishes an AH-18 zone that requires a 100% affordable housing development consisting of a minimum of 35 units, which can either be multiple dwellings or townhouses. The ordinance permits one unit to be used for a site manager or superintendent’s living quarters. However, it is noted that the Fourth Round HEFSP states that this site will provide 35 affordable units. The affordable units would be regulated consistent with the Uniform Housing Affordability Controls (UHAC) and the New Jersey Fair Housing Act.

The proposed ordinance permits a maximum height of 3.5 stories and 45 feet. Maximum impervious coverage is 80%. Yard setbacks are required for the sides (five feet) and rear (five feet). Per the proposed ordinance, 0.8 parking space is required for each residential unit. Bicycle parking is to be provided consistent with the existing municipal code. Landscaping buffers of minimum three feet are required where side and rear yards are required.

In my professional opinion, the ordinance is consistent with the Master Plan. Aside from being directly called for in the Municipality's adopted Fourth Round HEFSP, Ordinance 2026-12 is substantially consistent with many other goals of the Princeton Master Plan. One of the key findings from community input in the Introduction section of the plan is that Princeton needs more housing, especially at lower price points. The Vision statement includes that Princeton will have "housing ample and diverse enough to accommodate all who want to live here" and the Princeton of the future will be "affordable to households of all income levels." It is expected that affordable units in the future development of the site will be rental units. A Land Use goal of the plan is to enhance the existing pattern of land use, particularly by strengthening mixed-use centers in town; the site is near Witherspoon Street. The Mobility goals of the plan include reducing inbound commuting through the development of additional housing in areas where jobs are located and encouraging shifts from single-occupancy vehicle travel to low- or zero-emissions mobility options such as walking, cycling, and transit. Utility Goals and Natural Resource Conservation Goals such as accommodating future growth while minimizing adverse impacts to the natural environment are supported by repurposing an already developed parcel.

The Board shall determine if they find the Ordinance consistent with the Master Plan and provide any comments to Council. If Council approves the Ordinance, any future development would require site plan approval by the Board.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 26-14

Agenda Date: 3/9/2026

Agenda #: 6.

An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled "Land Use and Zoning" of the Municipality of Princeton to Create the Affordable Housing Overlay District-19 (AHO-19) in Furtherance of the Fair Housing Act- Roll Call

ORDINANCE #2026-14

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER B17A ENTITLED “LAND USE AND ZONING” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING OVERLAY DISTRICT-19 (AHO-19) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new Affordable Housing Overlay District-19 (“AHO-19”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Definitions Amended. Section §B17A-201, “Definitions”, of Chapter B17A of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled “Land Use and Zoning”, is amended to add the following new definitions:

DWELLING, ATTACHED

A one-family dwelling unit in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

STACKED TOWNHOUSE

See “Dwelling, Stacked Attached”

TOWNHOUSE

See “Dwelling, Attached”

Section 2. Affordable Housing Districts. Section §B17A-202(i), “Affordable Housing Districts”, of Chapter B17A of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled “Land Use and Zoning”, is amended to add the following new zoning district:

(18) AHO-19 Affordable Housing Overlay – 19.

Section 3. Zoning Map. Section §B17A-203, “District Map”, of Chapter B17A of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

Block(s)	Lot(s)	Street Address	Existing Overlay District	New Overlay District
32.01	214	344 Nassau Street	AHO-2	AHO-19
34.01	14	342 Nassau Street	AHO-2	AHO-19
34.01	32	338 Nassau Street	AHO-2	AHO-19
52.01	67	341 Nassau Street	AHO-2	AHO-19
53.01	80	343-345 Nassau Street	AHO-2	AHO-19

Section 4. Affordable Housing District Provisions. Division 10 “Affordable Housing Zones” of Chapter B17A of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision I “Affordable Housing Overlay (AHO) Zones” as follows:

§B17A-460. Affordable Housing Overlay - 19 (AHO-19)

- A. Purpose. The purpose of the Affordable Housing Overlay – 19 (“AHO-19”) zoning district is to provide a realistic opportunity for the construction of affordable housing pursuant to the New Jersey Fair Housing Act and thereby comply with the Municipality's constitutional obligation to provide such housing to for low-and moderate-income households. Specifically, the AHO-19 zone is established to encourage redevelopment consisting of upper-story multiple dwellings with an affordable housing set-aside, along with ground-level retail, service, commercial and office uses.
- B. Permitted Uses. In the AHO-19 District, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Multiple dwellings above the ground floor, or behind retail sales and services businesses and restaurants located on the ground floor or street level.
 - (2) Townhouses (dwelling, attached).
 - (3) Stacked townhouses.

- (4) Combinations of multiple dwellings, townhouses and stacked townhouses.
 - (5) Retail sales and services, offices and restaurants located on the ground floor or street level, provided the establishment faces on Nassau Street.
- C. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
- (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Communications infrastructure.
 - (4) Maintenance facility.
 - (5) Maintenance and storage.
 - (6) Off-street parking and loading.
 - (7) Street/site furnishings.
 - (8) Home occupations.
 - (9) Fences and walls.
 - (10) Landscape amenities and open space.
 - (11) Signs.
 - (12) Storm water management facilities and other utilities.
 - (13) Other customary uses which are clearly incidental and subordinate to a permitted principal use on the same lot.
- D. Required Income Restriction. In any AHO-19 district, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households. Affordable units shall be restricted, regulated and administered consistent with the Municipality's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Municipality's Affordable Housing Ordinance (§T10B-332).

E. AHO-19 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:

- (1) Minimum yard requirements:
 - (a) Front yard: five (5) feet, or no less than three (3) feet more than the existing front yard setback of an adjacent building in the Jugtown Historic Overlay District on Nassau Street, whichever is greater.
 - (b) Side yard: five (5) feet, except where the side yards facing public streets of corner lots where the primary frontage is Harrison Street, the minimum side yard shall be five (5) feet; or, at least three (3) feet greater than the existing side yard depth of an existing building on the lot, whichever is greater.
 - (c) Rear yard: five (5) feet.
- (2) Minimum landscape buffer to residential zones: 15 feet.
- (3) Exemptions from setback standards: the minimum and maximum front, side, and rear yard setback standards do not apply to street-fronting buildings required to be retained in the AHO-19 Overlay District.
- (4) Maximum impervious coverage: 80%.
- (5) Maximum building height and roof requirement. A pitched roof shall be required; consequently, flat roofs shall not be permitted. The maximum building height shall be three (3) stories, not to exceed thirty-five (35) feet. The spring point of such pitched roof shall be no greater than five feet above the finished floor level of the third floor.
- (6) Street-fronting buildings: Retention of the street-fronting buildings in existence as of July 13, 2020 (the date of adoption of Ordinance 2020-17 that established the AHO-2 Overlay Zone) is required and no new construction is permitted on top of these existing buildings: Block 32.01, Lot 214 (344 Nassau Street), Block 34.01, Lot 14 (342 Nassau Street), Block 34.01, Lot 32 (338 Nassau Street); Block 52.01, Lot 67 (341 Nassau Street); and Block 53.01, Lot 80 (343-345 Nassau Street).

F. Off-street parking.

- (1) Residential uses:
 - (a) Up to five dwelling units, inclusive of existing and new: no off-street parking is required.

- (b) 1.1 off-street parking spaces shall be provided for each new dwelling unit in excess of five dwelling units.
- (c) On-street parking credit. Off-street parking requirements shall be reduced by the number of new on-street parking spaces created.
- (2) Non-residential uses, one space for each 400 sf. of retail sales and services; one space for each 300 sf. of office space; and one space for each five seats in a restaurant.
- G. Lighting. Illumination of sites and buildings shall be regulated pursuant to §B17A-365.1 Lighting.
- H. Signs. Signs shall be regulated pursuant to §B17A-368, Accessory Signs-Permitted, in business districts

Section 5. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 6. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 7. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 8. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 9. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton’s zoning ordinance by creating a new affordable housing zoning overlay district in furtherance of Princeton’s Fourth Round Housing Plan Element and Fair Share Plan.

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 23, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for March 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.



MUNICIPALITY OF PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Mayor and Council
From: Justin Lesko, AICP, PP – Planning Director *JL*
Nathan Foote, AICP, PP – Assistant Planning Director
Date: March 6th, 2026
Subject: **Ordinance #2026-14: An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled “Land Use and Zoning” of the Municipality of Princeton to Create the Affordable Housing Overlay-19 (AHO-19) in Furtherance of the Fair Housing Act**
Council Introduction – February 23rd, 2026
Planning Board Review – March 5th, 2026

The Princeton Council has referred Ordinance #2026-14 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance establishes the Affordable Housing Overlay 19 (AHO-19) at the properties of 344 Nassau Street, 342 Nassau Street, 338 Nassau Street, 341 Nassau Street, and 343-345 Nassau Street. The ordinance allows the development of multiple dwellings above the ground floor or behind commercial uses on the ground floor or street level; townhouses; stacked townhouses; a combination of multiple dwellings and townhouse uses; and retail sales and services, offices and restaurants on the ground floor so long as the business faces on Nassau Street. At least 20% of any proposed residential units are required to be designated and restricted as affordable. The ordinance requires the retention of street-fronting buildings in existence as of July 13, 2020 (the date of adoption of the existing overlay AHO-2). The ordinance was introduced on February 23rd. The Planning Board reviewed the ordinance at their regular meeting open to the public on March 5th.

By a unanimous vote, the Board found Ordinance #2026-14 to be substantially consistent with the Princeton Master Plan and recommended approval of the Ordinance. While the Board did not have any comments or recommendations regarding the ordinance itself, it recommended that, because the properties are part of the Jugtown Historic District, a memo explaining the background of and decision-making on the proposed overlay be prepared and included in the municipality’s files on this ordinance.

See the memo from Mr. Foote to the Board for more information on the ordinance, the Affordable Housing Overlay 19 (AHO-19) it would establish, and its relation to the Princeton Master Plan, including the Fourth Round Housing Plan Element and Fair Share Plan. The memo is attached.

Please reach out if there are any questions or concerns regarding the ordinance or the Planning Board’s review.



MUNICIPALITY OF PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Planning Board
From: Nathan Foote, AICP, PP – Assistant Planning Director
Date: February 27th, 2026
Subject: **Ordinance #2026-14: An Ordinance of the Municipality of Princeton Amending Chapter B17A Entitled “Land Use and Zoning” of the Municipality of Princeton to Create the Affordable Housing Overlay-19 (AHO-19) in Furtherance of the Fair Housing Act**
Council Introduction – February 23rd, 2026

The Princeton Council has referred Ordinance #2026-14 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance was introduced on February 23rd and is scheduled for a public hearing on March 9th. Ordinance 2026-14 is attached to this memo for reference.

The ordinance establishes the Affordable Housing Overlay 19 (AHO-19), comprised of five lots as follows:

Block	Lot	Street Address	Existing Zoning District	Existing Overlay District
32.01	214	344 Nassau Street	NB B	AHO-2
34.01	14	342 Nassau Street	RO B	AHO-2
34.01	32	338 Nassau Street	RO B	AHO-2
52.01	67	341 Nassau Street	RO B	AHO-2
53.01	80	343-345 Nassau Street	NB B	AHO-2

The five properties are adjacent to the intersection of Nassau Street and North Harrison Street, and all five are developed with historic buildings that are currently used for commercial spaces, mostly offices. As noted in the table above, the 344 Nassau Street and 343-345 Nassau Street properties are both in the NB Neighborhood Business zone of the former Borough; while the 342, 338, and 341 Nassau Street properties are all in the RB Residence-Business zone of the former Borough. All the properties are located in the Jugtown Historic District.

As noted in the table, all five lots are also currently in the Affordable Housing Overlay-2, AHO-2. At page 42 of Princeton’s Fourth Round Housing Element and Fair Share Plan (“Fourth Round HEFSP”) it is noted that, “AHO-2 will be modified in the Fourth Round to carve out properties in the Jugtown Historic District and create an additional overlay AHO-8 with distinct bulk standards compatible with the affected historic properties.” While the overlay designation noted in the Fourth Round HEFSP is different, the purpose of Ordinance 2026-14 is to carve out the Jugtown Historic District properties

and create an overlay more suitable for the properties. The ordinance requires the retention of street-fronting buildings in existence as of July 13, 2020 (the adoption date of AHO-2) and no new construction is permitted on top of these buildings.

Ordinance 2026-14 establishes AHO-19 that would allow the development of multiple dwellings above the ground floor or behind commercial uses on the ground floor or street level; townhouses; stacked townhouses; a combination of multiple dwellings and townhouse uses; and retail sales and services, offices and restaurants on the ground floor so long as the business faces on Nassau Street. At least 20% of any proposed residential units are required to be designated and restricted as affordable. The affordable units would be regulated consistent with the Uniform Housing Affordability Controls (UHAC) and the New Jersey Fair Housing Act.

The ordinance permits a maximum height of three stories and 35 feet, with a pitched roof required. The maximum impervious coverage is 80%. Yard setbacks are required for new buildings: front yard (the greater of five feet and no less than three feet more than the existing front yard setback of an adjacent building in the Jugtown Historic District), side yard (the greater of five feet or at least three feet greater than the existing side yard depth of an existing building on the lot), and rear yard (five feet). Landscape buffers to residential districts of minimum 15 feet are required. Per the proposed ordinance, no spaces are required for the first five residential units, with 1.1 parking spaces required for each unit in excess of five units. One parking space is required for each 400 square feet of retail sales and services, one for each 300 square feet of office space, and one for each five seats in a restaurant.

In my professional opinion, the ordinance is consistent with the Master Plan. Aside from being directly called for in the Municipality's adopted Fourth Round HEFSP, Ordinance 2026-14 is substantially consistent with many other goals of the Princeton Master Plan. One of the key findings from community input in the Introduction section of the plan is that Princeton needs more housing, especially at lower price points. The Vision statement includes that Princeton will have "housing ample and diverse enough to accommodate all who want to live here" and the Princeton of the future will be "affordable to households of all income levels." A Land Use goal of the plan is to enhance the existing pattern of land use, particularly by strengthening mixed-use centers in town. The Mobility goals of the plan include reducing inbound commuting through the development of additional housing in areas where jobs are located and encouraging shifts from single-occupancy vehicle travel to low- or zero-emissions mobility options such as walking, cycling, and transit. Utility Goals and Natural Resource Conservation Goals such as accommodating future growth while minimizing adverse impacts to the natural environment are supported by repurposing an already developed parcel.

The Board shall determine if they find the Ordinance consistent with the Master Plan and provide any comments to Council. If Council approves the Ordinance, any future development would require site plan approval by the Board.



MUNICIPALITY OF PRINCETON

Office of the Municipal Clerk

400 Witherspoon Street

Princeton, NJ 08540

(609) 924-5704

dmount@princetonnj.gov

MEMORANDUM

To: Planning Board
From: Dawn M. Mount, *Municipal Clerk*
CC: Justin Lesko, *Planning Director*
Subject: Planning Board Review of Ordinance 2026-14 upon Introduction
Date: February 25, 2026

On behalf of the Mayor and Council, and in accordance with the provisions of N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64, the attached ordinance, introduced at the Regular Meeting of February 9, 2026, is being directed to the Planning Board for its review and consideration. Please transmit the report of findings and recommendations from the Planning Board no later than thirty-five (35) days from this referral. It should be noted that the tentative date of the public hearing and final adoption of this ordinance is scheduled to take place at the Mayor and Council Regular Meeting of March 9, 2026.

Thank you in advance for your cooperation. Please contact me should you have any questions or concerns.

ORDINANCE #2026-14

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER B17A ENTITLED “LAND USE AND ZONING” OF THE MUNICIPALITY OF PRINCETON TO CREATE THE AFFORDABLE HOUSING OVERLAY DISTRICT-19 (AHO-19) IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled *In the Matter of the Application of the Municipality of Princeton in Mercer County*, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by creating a new Affordable Housing Overlay District-19 (“AHO-19”) zoning district; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a zoning ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Definitions Amended. Section §B17A-201, “Definitions”, of Chapter B17A of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled “Land Use and Zoning”, is amended to add the following new definitions:

DWELLING, ATTACHED

A one-family dwelling unit in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

STACKED TOWNHOUSE

See “Dwelling, Stacked Attached”

TOWNHOUSE

See “Dwelling, Attached”

Section 2. Affordable Housing Districts. Section §B17A-202(i), “Affordable Housing Districts”, of Chapter B17A of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled “Land Use and Zoning”, is amended to add the following new zoning district:

(18) AHO-19 Affordable Housing Overlay – 19.

Section 3. Zoning Map. Section §B17A-203, “District Map”, of Chapter B17A of the Code, is hereby supplemented and amended to modify the “Official Zoning Map of Princeton, Mercer County, New Jersey” by designating the following lands identified by block(s) and lot(s) on the official Tax Map of Princeton as follows:

Block(s)	Lot(s)	Street Address	Existing Overlay District	New Overlay District
32.01	214	344 Nassau Street	AHO-2	AHO-19
34.01	14	342 Nassau Street	AHO-2	AHO-19
34.01	32	338 Nassau Street	AHO-2	AHO-19
52.01	67	341 Nassau Street	AHO-2	AHO-19
53.01	80	343-345 Nassau Street	AHO-2	AHO-19

Section 4. Affordable Housing District Provisions. Division 10 “Affordable Housing Zones” of Chapter B17A of the Code is hereby supplemented and amended to add the following new Affordable Housing Zone to Subdivision I “Affordable Housing Overlay (AHO) Zones” as follows:

§B17A-460. Affordable Housing Overlay - 19 (AHO-19)

- A. Purpose. The purpose of the Affordable Housing Overlay – 19 (“AHO-19”) zoning district is to provide a realistic opportunity for the construction of affordable housing pursuant to the New Jersey Fair Housing Act and thereby comply with the Municipality's constitutional obligation to provide such housing to for low-and moderate-income households. Specifically, the AHO-19 zone is established to encourage redevelopment consisting of upper-story multiple dwellings with an affordable housing set-aside, along with ground-level retail, service, commercial and office uses.
- B. Permitted Uses. In the AHO-19 District, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
 - (1) Multiple dwellings above the ground floor, or behind retail sales and services businesses and restaurants located on the ground floor or street level.
 - (2) Townhouses (dwelling, attached).
 - (3) Stacked townhouses.

- (4) Combinations of multiple dwellings, townhouses and stacked townhouses.
 - (5) Retail sales and services, offices and restaurants located on the ground floor or street level, provided the establishment faces on Nassau Street.
- C. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
- (1) Residential management office.
 - (2) Common rooms/areas, including for meetings, recreation, laundry and storage.
 - (3) Communications infrastructure.
 - (4) Maintenance facility.
 - (5) Maintenance and storage.
 - (6) Off-street parking and loading.
 - (7) Street/site furnishings.
 - (8) Home occupations.
 - (9) Fences and walls.
 - (10) Landscape amenities and open space.
 - (11) Signs.
 - (12) Storm water management facilities and other utilities.
 - (13) Other customary uses which are clearly incidental and subordinate to a permitted principal use on the same lot.
- D. Required Income Restriction. In any AHO-19 district, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households. Affordable units shall be restricted, regulated and administered consistent with the Municipality's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Municipality's Affordable Housing Ordinance (§T10B-332).

E. AHO-19 Site Development Regulations. The following site development regulations shall apply to all lots and buildings:

- (1) Minimum yard requirements:
 - (a) Front yard: five (5) feet, or no less than three (3) feet more than the existing front yard setback of an adjacent building in the Jigtown Historic Overlay District on Nassau Street, whichever is greater.
 - (b) Side yard: five (5) feet, except where the side yards facing public streets of corner lots where the primary frontage is Harrison Street, the minimum side yard shall be five (5) feet; or, at least three (3) feet greater than the existing side yard depth of an existing building on the lot, whichever is greater.
 - (c) Rear yard: five (5) feet.
- (2) Minimum landscape buffer to residential zones: 15 feet.
- (3) Exemptions from setback standards: the minimum and maximum front, side, and rear yard setback standards do not apply to street-fronting buildings required to be retained in the AHO-19 Overlay District.
- (4) Maximum impervious coverage: 80%.
- (5) Maximum building height and roof requirement. A pitched roof shall be required; consequently, flat roofs shall not be permitted. The maximum building height shall be three (3) stories, not to exceed thirty-five (35) feet. The spring point of such pitched roof shall be no greater than five feet above the finished floor level of the third floor.
- (6) Street-fronting buildings: Retention of the street-fronting buildings in existence as of July 13, 2020 (the date of adoption of Ordinance 2020-17 that established the AHO-2 Overlay Zone) is required and no new construction is permitted on top of these existing buildings: Block 32.01, Lot 214 (344 Nassau Street), Block 34.01, Lot 14 (342 Nassau Street), Block 34.01, Lot 32 (338 Nassau Street); Block 52.01, Lot 67 (341 Nassau Street); and Block 53.01, Lot 80 (343-345 Nassau Street).

F. Off-street parking.

- (1) Residential uses:
 - (a) Up to five dwelling units, inclusive of existing and new: no off-street parking is required.

- (b) 1.1 off-street parking spaces shall be provided for each new dwelling unit in excess of five dwelling units.
- (c) On-street parking credit. Off-street parking requirements shall be reduced by the number of new on-street parking spaces created.
- (2) Non-residential uses, one space for each 400 sf. of retail sales and services; one space for each 300 sf. of office space; and one space for each five seats in a restaurant.
- G. Lighting. Illumination of sites and buildings shall be regulated pursuant to §B17A-365.1 Lighting.
- H. Signs. Signs shall be regulated pursuant to §B17A-368, Accessory Signs-Permitted, in business districts

Section 5. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 6. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 7. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 8. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 9. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton’s zoning ordinance by creating a new affordable housing zoning overlay district in furtherance of Princeton’s Fourth Round Housing Plan Element and Fair Share Plan.

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 23, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for March 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 26-15

Agenda Date: 3/9/2026

Agenda #: 7.

An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled "Land Use" of the Municipality of Princeton to Address the Requirements of the Fair Housing Act and the Uniform Housing Affordability Controls ("UHAC") Regarding Compliance with the Municipality's Affordable Housing Obligations- Roll Call

ORDINANCE #2026-15

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER T10B ENTITLED “LAND USE” OF THE MUNICIPALITY OF PRINCETON TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (“UHAC”) REGARDING COMPLIANCE WITH THE MUNICIPALITY’S AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled In the Matter of the Application of the Municipality of Princeton in Mercer County, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, and with the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.1 et seq., Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by updating the regulations by which affordable units in the Municipality are created and administered; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a land use ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Affordable Housing. Article XII, “Affordable Housing”, of Chapter T10B of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled "Land Use", is hereby repealed and replaced in its entirety with a new Article XII, “Affordable Housing”, to read as follows:

ARTICLE XII Affordable Housing.

Division 1. General.

§T10B-332 Introduction & Applicability.

- (a) This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in the Municipality of Princeton consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services (“LPS”) at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan (“HEFSP”).
- (b) This Ordinance is intended to ensure that very low-, low- and moderate-income units (“affordable units”) are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory

requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to the provisions set forth below in item 5.c. below.

- (c) The Princeton Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.
- (d) This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.
- (e) Applicability.
 - (1) The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality’s most recently adopted HEFSP.
 - (2) This Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very low-, low- and moderate-income housing units.
 - (3) Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

§T10B-333 Definitions.

As used herein the following terms shall have the following meanings:

“Accessory apartments” means a residential dwelling unit that provides complete independent living facilities with a private entrance for one or more persons, consisting of provisions for living, sleeping, eating, sanitation, and cooking, including a stove and refrigerator, and is located within a proposed preexisting primary dwelling, within an existing or proposed structure that is an accessory to a dwelling on the same lot, constructed in whole or part as an extension to a proposed or existing primary dwelling, or constructed as a separate detached structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as “accessory dwelling units”.

“Act” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Adaptable” means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the “State Uniform Construction Code Act,” P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

“Administrative agent” means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

“Affirmative Marketing Plan” means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

“Affirmative Marketing Process” or “Program” means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low- low- and moderate-income units.

“Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

“Affordability average” means an average of the percentage of regional median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

“Affordable” means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

“Affordable housing development” means a development included in a municipality’s housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

“Affordable Housing Dispute Resolution Program” or “the Program” refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

“Affordable Housing Monitoring System” or “AHMS” means the Department’s cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

“Affordable Housing Trust Fund” or “AHTF” means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the “Neighborhood Preservation Nonlapsing Revolving Fund” and “Balanced Housing” mean the AHTF.

“Affordable unit” means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

“Age-restricted housing” means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: 1. All the residents of the development where the unit is situated are 62 years or older; 2. At least 80 percent of the units are occupied by one person that is 55 years or older; or 3. The development has been designated by the Secretary of HUD as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L.1983, c. 530 (C.55:14K-1 et seq.).

“Assisted living residence” means a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to ensure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor. Apartment units must offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette, and a lockable door on the unit entrance.

“Barrier-free escrow” means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

“Builder’s remedy” means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques, such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential development by including housing that is not for low- and moderate-income households.

“Certified household” means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household.

“CHOICE” means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

“COAH” or the “Council” means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

“Commissioner” means the Commissioner of the Department of Community Affairs.

“Compliance certification” means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a “judgment of compliance” or “judgment of repose.” The term “compliance certification” shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

“County-level housing judge” means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

“DCA” and “Department” mean the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Department” means the New Jersey Department of Community Affairs.

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Development fee” means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

“Dispute Resolution Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

“Division” means the Division of Local Planning Services within the Department of Community Affairs.

“Emergent opportunity” means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

“Equalized assessed value” or “EAV” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

“Equity share amount” means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

“Exit sale” means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

“Exclusionary zoning litigation” means litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder’s remedy.

“Extension of expiring controls” means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

“Fair share obligation” means the total of the present need and prospective need, including prior rounds, as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

“Fair share plan” means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

“FHA” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Green Building Strategies” means the strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

“HMFA” or “the Agency” means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

“Household income” means a household’s gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

“Housing element” means the portion of a municipality’s master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements proposals, maps, diagrams, and text designed to meet the municipality’s fair share of its region’s present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

“Housing region” means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

“Inclusionary development” means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate- income households.

“Judgment of compliance” or “judgment for repose” means a determination issued by the Superior Court approving a municipality’s fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

“Low-income household” means a household with a household income equal to 50 percent or less of the regional median income.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Mixed use development” means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities may be considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

“Moderate-income household” means a household with a household income in excess of 50 percent but less than 80 percent of the regional median income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“MONI” means the no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

“Municipal housing liaison” or “MHL” means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

“Municipal affordable housing trust fund” means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

“Municipal development fee ordinance” means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

“New construction” means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

“New Jersey Affordable Housing Trust Fund” means an account established pursuant to N.J.S.A. 52:27D-320.

“New Jersey Housing Resource Center” or “Housing Resource Center” means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

“95/5 restriction” means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

“Non-exempt sale” means any sale or transfer of ownership of a restricted unit to one’s self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary; and the transfer of ownership by court order.

“Nonprofit” means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

“Non-residential development” means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

Hotels, motels, vacation timeshares, and child-care facilities; and

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

“Non-residential development fee” means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

“Order for repose” means the protection a municipality has from a builder’s remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

“Payment in lieu of constructing affordable units” means the prior approval of the payment of funds to the municipality by a developer when affordable units are not produced on a site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

“Prospective need” means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

“Qualified Urban Aid Municipality” means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

“Person with a disability” means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

“Price differential” means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

“Prior round unit” means a housing unit that addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

“Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L.2024, c. 2 (C.52:27D-313.2).

“Random selection process” means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans’ preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

“RCA administrator” means an appointed municipal employee who is responsible for oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

“RCA project plan” means a past application, submitted by a receiving municipality in an RCA, delineating the manner in which the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

“Receiving municipality” means, for the purposes of an RCA, a municipality that contractually agreed to assume a portion of another municipality’s fair share obligation.

“Reconstruction” means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

“Recreational facilities and community centers” means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

“Regional contribution agreement” or “RCA” means a contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into and was approved by COAH and/or Superior Court prior to July 18, 2008, to transfer a portion of a municipality’s affordable housing obligation to another municipality within its housing region.

“Regional median income” means the median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

“Rehabilitation” means the repair, renovation, alteration, or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. With respect to units in assisted living residences, rent does not include charges for food and services.

“Residential development fee” means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

“Spending plan” means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

“State Development and Redevelopment Plan” or “State Plan” means the plan prepared pursuant to sections 1 through 12 of the “State Planning Act,” P.L.1985, c. 398 (C.52:18A-196 et al.), designed to represent a balance of development and conservation objectives best suited to meet the needs of the State, and for the purpose of coordinating planning activities and establishing Statewide planning objectives in the areas of land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination pursuant to subsection f. of section 5 of P.L.1985, c. 398 (C.52:18A-200).

“Supportive housing household” means a very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant’s self-identification of household members on the affordable housing application.

“Supportive housing sponsoring program” means grant or loan program which provided financial assistance to the development of the unit.

“Supportive housing unit” means a restricted rental unit, as defined by N.J.S.A. 34:1B-21.24, that is affordable to very low-, low- or moderate-income households and is reserved for

occupancy by a supportive housing household. Supportive housing units are also referred to as permanent supportive housing units.

“Transitional housing” means temporary housing that: (1) includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements; (2) provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing; (3) is licensed by the department; and (4) allows households to remain for a minimum of six months.

“Treasurer” means the Treasurer of the State of New Jersey.

“UHAC” means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

“UHORP” means the Agency’s Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

“Unit type” means type of dwelling unit with various building standards including but not limited to single-family detached, single-family attached/townhouse, stacked townhouse (attached building containing 2 units each with separate entrances), duplex (detached building containing 2 units each with separate entrances), triplex (3 units each with separate entrance), quadplex (4 units each with separate entrance), multifamily / flat (2 or more units with a shared entrance). Inclusion of a garage, or not, shall not define the unit type.

“Very-low-income household” means a household with a household income less than or equal to 30 percent of the regional median income.

“Very-low-income housing” means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

“Very-low-income unit” means a restricted unit that is affordable to a very-low-income household.

“Veteran” means a veteran as defined at N.J.S.A. 54:4-8.10.

“Veterans’ preference” means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors and is considered a major system for rehabilitation.

§T10B-334 Monitoring and Reporting Requirements.

- (a) The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:

- (1) The municipality shall provide electronic monitoring data with the Department pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department's website at <https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml>.
- (2) On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.
- (3) On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

T10B-335 Municipality-wide Mandatory Set-Aside.

- (a) A development, other than single-family detached, providing a minimum of five new housing units created through any municipal rezoning or Zoning Board action, use or density variance, redevelopment plan, or rehabilitation plan that provides for densities at or above six units per acre, is required to include an affordable housing set-aside of 20%.
- (b) Within the lands of the former Borough, any residential development, except as noted herein, providing a minimum of 10 new housing units at a density of six or more units per acre that requires site plan or subdivision approval shall provide a minimum affordable housing set-aside of 20%, to be included within the development.
 - (1) A developer subject to this mandatory affordable housing set-aside ordinance may request, and the approving authority at its discretion may grant, additional incentives for the production of affordable housing, including but not limited to increased density, an increase in the maximum permitted number of dwelling units within a building, and/or a reduction in the off-street parking spaces otherwise required.
- (c) Any affordable units generated through such mandatory set-aside shall be subject to all other provisions of this ordinance.
- (d) All such affordable units shall be governed by this ordinance, including controls on affordability and bedroom distribution, and shall be affirmatively marketed to the housing region in conformance with UHAC at N.J.A.C. 5:80-26.1 et seq., any successor regulation, and all other applicable laws.
- (e) No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.
- (f) The mandatory set-aside requirements of this section do not give any developer the right to any rezoning, variance or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance or other relief.

- (g) This municipality-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the HEFSP, for which density and set-aside requirements shall be governed by the specific standards as set forth therein.
- (h) In the event that the inclusionary set-aside of 20% of the total number of residential units does not result in a full integer, the developer shall choose one of two options for addressing the fractional unit:
 - (1) The developer may round the set-aside upward to construct a whole additional affordable unit; or
 - (2) If the set-aside includes a fractional unit equal to 0.49 or less, the developer may round the set-aside downward and construct the lesser whole number of affordable units and shall also contribute the fractional subsidy payment (“fractional subsidy payment”) to be made to the municipality and deposited in the municipal Affordable Housing Trust Fund. The fractional subsidy payment amount shall be calculated as the fractional unit multiplied by the base subsidy payment amount currently established by the municipality as the average subsidy reflected in financial pro formas for 100% affordable housing or subsidized developments in the municipality or region on file with the municipality.

For example, if seven total units are developed at an inclusionary site, a 20% set-aside would require 1.4 affordable units. Per the requirements above, the developer shall round up the 0.4 unit to one whole affordable unit so as to construct a total of two (2) affordable housing units; or the developer shall round the set-aside downward so as to construct only one affordable unit AND shall pay into the municipal affordable housing trust fund a fractional subsidy payment equal to the dollar amount established by the municipality multiplied by 0.4.

Division 2. Affordable Housing Regulations.

§T10B-335 **New Construction** (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.). Per the definition of “New Construction,” this section governs the creation of new affordable housing units regardless of the means by which the units are created. Newly constructed units may include new residences constructed or created through other means.

- (a) The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.
- (b) Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
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25+1	10
50	50
75	75
90	100

(c) Design. The following design requirements apply to affordable housing developments, excluding prior round units.

(1) Design of 100 percent affordable developments:

- a. Restricted units must meet the minimum unit square footage required and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
- b. Each bedroom in each restricted unit must have at least one window.
- c. Restricted units must include adequate air conditioning and heating.

(2) Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.

- a. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
- b. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.
- c. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.
- d. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
- e. Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.
- f. Each bedroom in each restricted unit must have at least one window.
- g. Restricted units must be of the same unit type as market-rate units within the same building.

- h. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
- (3) Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:
- a. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - b. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - c. Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.
 - d. Restricted units must meet the minimum unit square footage required and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - e. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).
 - f. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - g. Each bedroom in each restricted unit must have at least one window; and
 - h. Restricted units must include adequate air conditioning and heating.
- (d) Utilities.
- a. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.

- b. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).
- (e) Low/moderate split and bedroom distribution.
- a. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
 - b. In each affordable housing development, at least 50% of the restricted units within each bedroom distribution rounded up to the nearest whole number, shall be very low- or low-income units. A developer may request from the governing body a waiver of the requirement to round up, upon demonstration that strict adherence to this requirement would cause undue hardship or would be site-infeasible.
 - c. Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count, and counted as part of the required number of low-income units within the development.
 - d. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:
 - a. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 - b. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - c. The combined number of efficiency and one-bedroom units shall be no greater than 20%, rounded down, of the total number of low- and moderate-income units. A developer may request from the governing body a waiver of the requirement to round down, upon demonstration that strict adherence to this requirement would cause undue hardship or would be site-infeasible.
 - d. At least 30% of all low- and moderate-income units, rounded up shall be two-bedroom units. . A developer may request from the governing body a waiver of the requirement to round up, upon demonstration that strict adherence to this requirement would cause undue hardship or would be site-infeasible.
 - e. At least 20% of all low- and moderate-income units, rounded up shall be three-bedroom units. . A developer may request from the governing body a waiver of the requirement to round up, upon demonstration that strict adherence to this requirement would cause undue hardship or would be site-infeasible.
 - f. The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.
 - e. Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit

arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units.

(f) Accessibility requirements.

- a. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.
- b. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multifloor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:
 - a. An adaptable toilet and bathing facility on the first floor;
 - b. An adaptable kitchen on the first floor;
 - c. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
 - d. An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
 - e. If not all of the foregoing requirements in b.i. through b.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and
 - f. An accessible entranceway as set forth in P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - i. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - ii. To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in

10% of the affordable units that have been constructed with adaptable entrances.

- iii. The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - iv. The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.
 - v. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.
- g. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is “site-impracticable” to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

§T10B-336 **Affordable Housing Programs.**

- (a) Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, “All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions.” The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.
- (b) Rehabilitation Programs (per N.J.A.C. 5:93-5.2 with updated provisions herein per N.J.A.C. 5:97-6.2 related to credit towards a municipal present need obligation).
 - (1) The rehabilitation program shall be designed to renovate deficient housing units occupied or intended to be occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28-1.1 et seq or the Rehabilitation Subcode, N.J.A.C. 5:23-6 to the extent applicable.
 - (2) Both ownership and rental units shall be eligible for rehabilitation funds.
 - (3) All rehabilitated units shall remain affordable to very low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the

control period shall be enforced with a mortgage and note and for renter-occupied units the control period will be enforced with a deed restriction.

- (4) The municipality shall dedicate a minimum average hard cost of \$10,000 for each unit to be rehabilitated through this program and in addition shall dedicate associated rehabilitation program soft costs such as case management, inspection fees and work write-ups.
 - (5) The municipality shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with P.L. 2024, Chapter 2. The Administrative Agent(s) shall provide rehabilitation manuals for ownership and rental rehabilitation programs. Manuals shall be adopted by resolution of the governing body. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and on the municipal affordable housing web page.
 - (6) Households determined to be very low-, low-, or moderate-income may participate in a rehabilitation program. Rehabilitated units shall be exempt from the very low-income requirements, low/mod split, and bedroom distribution requirements of UHAC, but shall be administered in accordance with the following:
 - a. If a unit is vacant at the time of rehabilitation, or if a rehabilitated unit becomes vacant and is re-rented before the expiration of the affordability controls, the deed restriction shall require that the unit be rented to a low- or moderate-income household at an affordable rent.
 - b. If a rental unit is occupied by a tenant at the time rehabilitation is completed, the rent charged after rehabilitation shall not exceed the lesser of the tenant's current rent or the maximum rent permitted under UHAC.
 - c. Rents in rehabilitated units may increase annually based on the standards in UHAC.
 - d. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.
- (c) Accessory Apartment program (per N.J.A.C. 5:93-5.9 as may be updated per various sections in N.J.A.C. 5:97-6.8).
- (1) All affordable accessory apartments created under this section of the Ordinance shall comply with the provisions for accessory dwelling units in the Residential district in which the unit is located.
 - (2) An affordable accessory apartment program shall provide low- and moderate-income units or may be limited to only low- or only moderate-income units.
 - (3) Per N.J.A.C. 5:97-6.8(c)1, at the time of initial occupancy of the unit and for at least 10 years thereafter, the accessory apartment shall be rented only to income eligible households consistent with the income category and rent structure of the unit.
 - (4) Rents of accessory apartments shall be established using the same methodology of affordable rental units discussed herein

- (5) There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory apartment is located running with the land and limiting its subsequent rental for the duration of the control period.
 - (6) The municipal accessory apartment program shall not restrict the number of bedrooms in any accessory apartment.
 - (7) Per N.J.A.C. 5:97-6.8(b)2, the municipality shall provide a minimum of \$25,000 per unit to subsidize the creation of each low-income accessory apartment or \$20,000 per unit to subsidize the creation of each moderate-income accessory apartment. Subsidy may be used to fund actual construction costs and/or to provide compensation for reduced rental rates.
- (d) Assisted Living Residence (per N.J.A.C. 5:97-6.11).
- (1) An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.
 - (2) The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.
 - (3) A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.
 - (4) Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.
 - (5) Low- and moderate-income residents cannot be charged any upfront fees.
 - (6) The units shall comply with UHAC with the following exceptions:
 - a. Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;
 - b. The deed restriction may be on the facility, rather than individual apartments or rooms;
 - c. Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and
 - (7) Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.
- (e) Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).
- (1) The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:
 - a. Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal

housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).

- b. Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.
- c. The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.
- d. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
- e. Occupancy shall not be restricted to youth under 18 years of age.
- f. In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.
- g. The bedrooms and/or units shall comply with UHAC with the following exceptions:
 - i. Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;
 - ii. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).
- h. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.
- i. Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.
- j. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:
 - i. An Affirmative Marketing Plan in accordance with vii.(a) above; and

- ii. If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.

k. The sponsor/owner shall complete annual monitoring as directed by the MHL.

§T10B-337 Regional Income Limits.

- (a) Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
- (b) Regional income limits are based on regional median income, which is established by a regional weighted average of the “median family incomes” published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
- (c) Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

§T10B-338 Maximum Initial Rents And Sales Prices.

- (a) In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.
- (b) The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.
- (c) The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60% of regional median income. The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent (rounded up) of the restricted units.)
- (d) The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income. These very low-income units shall be part of the low-income requirement and very-low-income units should be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count.
- (e) The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different

prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits.

- (f) The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.
- (g) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:
 - (1) A studio or efficiency unit shall be affordable to a one-person household;
 - (2) A one-bedroom unit shall be affordable to a one and one-half person household;
 - (3) A two-bedroom unit shall be affordable to a three-person household;
 - (4) A three-bedroom unit shall be affordable to a four and one-half person household; and
 - (5) A four-bedroom unit shall be affordable to a six-person household.
- (h) In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:
 - (1) A studio or efficiency unit shall be affordable to a one-person household;
 - (2) A one-bedroom unit shall be affordable to a one and one-half person household; and
 - (3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.
- (i) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Freddie Mac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.
- (j) The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also

comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.

- (k) At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled “Housing in Northeast urban, all urban consumers, not seasonally adjusted.” Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.

§T10B-339 Selection of Occupants of Affordable Housing Units.

- (a) The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
- (b) A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

§T10B-340 Occupancy Standards.

- (a) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - (1) Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
 - (2) Provide a bedroom for every two adult occupants;
 - (3) With regard to occupants under the age of 18, accommodate the household’s requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
 - (4) Avoid placing a one-person household into a unit with more than one bedroom.

Division 3. Owner-Occupied Unit Standards.

§T10B-341 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- (a) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
- (b) Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).

- (c) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
- (d) If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
- (e) After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
 - (1) If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
 - (2) If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
- (f) Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
- (g) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
- (h) At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- (i) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

§T10B—343 Price Restrictions for Restricted Ownership Units and Resale Prices.

- (a) Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
 - (1) The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
 - (2) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.
 - a. If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.

- b. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
- (3) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:
- a. those that render the unit suitable for a larger household or the addition of a bathroom.
 - b. The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);
- (4) No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.
- (b) Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

§T10B-342 Buyer Income Eligibility.

- (a) Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.

- (b) Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.
- (c) A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
- (d) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - (1) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
 - (2) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
 - (3) The household is currently in substandard or overcrowded living conditions;
 - (4) The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

§T10B-343 Limitations on Indebtedness Secured by Ownership Unit; Subordination.

- (a) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed

indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

- (b) With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).

Division 4. **Renter Occupied Unit Standards.**

§T10B-344 **Control Periods for Restricted Rental Units.**

- (a) Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
- (b) Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
- (c) The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
- (d) Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.
- (e) Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
- (f) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.
- (g) A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - (1) Sublease or assignment of the lease of the unit;
 - (2) Sale or other voluntary transfer of the ownership of the unit;
 - (3) The entry and enforcement of any judgment of foreclosure on the property containing the unit; or

- (4) The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

§T10B-345 Rent Restrictions for Rental Units; Leases and Fees.

- (a) The initial rent for a restricted rental unit shall be set by the Administrative Agent.
- (b) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
- (c) No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
 - (1) Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
- (d) Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
- (e) Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
- (f) Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
- (g) Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
- (h) For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

§T10B-346 Tenant Income Eligibility.

- (a) Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
 - (1) Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.
 - (2) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.

- (3) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.
- (b) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - (1) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - (2) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - (3) The household is currently in substandard or overcrowded living conditions;
 - (4) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - (5) The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- (c) The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Division V. Administration.

§T10B-347 Municipal Housing Liaison.

- (a) The Municipal Housing Liaison shall be approved annually by municipal resolution.
- (b) The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.
- (c) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:
 - (1) Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
 - (2) The oversight of the Affirmative Marketing Plan and affordability controls.
 - (3) When applicable, overseeing and monitoring any contracting Administrative Agent.
 - (4) Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.

- (5) Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
- (6) Coordinating meetings with affordable housing providers and administrative agents, as needed.
- (7) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
- (8) Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
- (9) Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
- (10) Listing on the municipal website contact information for the MHL and Administrative Agents.

§T10B-348 Administrative Agent.

- (a) All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
- (b) The fees for administrative agents shall be paid as follows
 - (1) Administrative agent fees related to rental units shall be paid by the developer/owner, with the exception that administrative agent fees related to restricted accessory apartments shall be paid by the Municipality.
 - (2) Administrative agent fees related to initial sale of units shall be paid by the developer.
 - (3) Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - (4) Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
- (c) An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.
- (d) Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
 - (1) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 - (2) Affirmative marketing:

- a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
 - b. Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
- (3) Household certification.
- a. Soliciting, scheduling, conducting and following up on interviews with interested households.
 - b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
 - d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
 - e. Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.
 - f. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
- (4) Affordability controls.
- a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.
 - b. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
 - c. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
 - d. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- (5) Records retention.
- a. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
 - b. Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.

(6) Resales and re-rentals.

- a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
- b. Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.

(7) Processing requests from unit owners.

- a. Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.
- b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
- c. Notifying the municipality of an owner's intent to sell a restricted unit.
- d. Making determinations on requests by owners of restricted units for hardship waivers.

(8) Enforcement.

- a. Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- c. Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;
- d. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
- e. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.

(9) The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

§T10B-349 Affirmative Marketing.

- (a) The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
- (b) The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 4 and is required to be followed throughout the period of deed restriction.
- (c) The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.
 - (1) Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-, low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.
 - (2) There shall be a regional preference for all households that live and/or work in Housing Region 4 comprising Mercer, Monmouth, and Ocean Counties.
 - (3) Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.
 - (4) With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.
- (d) The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.
- (e) The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent shall consider the use of language translations where appropriate.
- (f) Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the

developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.

- (g) In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website, and to the following entities: Fair Share Housing Center; New Jersey State Conference of the NAACP; Trenton branch of the NAACP; Greater Red Bank branch of the NAACP; Asbury Park/Neptune branch of the NAACP; Bayshore branch of the NAACP; Greater Freehold branch of the NAACP; Greater Long Branch chapter of the NAACP; Shiloh Baptist Church; Latino Action Network; and the Supportive Housing Association. The Administrative Agent shall also provide specific notice to the Municipality's Committee on Affordable Housing, Racial, Economic, Social Equity and Services (CARES) Committee. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.
- (h) In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- (i) The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
- (j) The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception that the cost to affirmatively market any restricted accessory apartments shall be the responsibility of the Municipality. This requirement shall be included in any land use board resolution of site plan approval for a development that includes affordable units.

§T10B-350 Responsibilities of The Owner of a development containing affordable units.

- (a) The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:
 - (1) Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - (2) The total number of units in the project and the number of affordable units.
 - (3) The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.

- (4) Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
 - (5) A projected construction schedule.
 - (6) The location of any common areas and elevators.
 - (7) The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.
- (b) In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:
- (1) Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.
 - (2) Provide to the administrative agent a description of any applicable fees.
 - (3) Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
 - (4) Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
 - (5) Provide to the administrative agent a proposed form of lease for any rental units.
 - (6) Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
 - (7) Strive to maintain the continued occupancy of the affordable units during the entire restricted period.
- (c) In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:
- (1) Proposed pricing for all units, including any purchaser options and add-on items.
 - (2) Condominium or homeowner association fees and any other applicable fees.
 - (3) Estimated real property taxes.
 - (4) Sewer, water, trash disposal, and any other utility assessments.
 - (5) Flood insurance requirement, if applicable.
 - (6) The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

§T10B-351 Enforcement of Affordable Housing Regulations.

- (a) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or

equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

- (b) After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

(1) The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

- a. A fine of not more than 500 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
- b. In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;
- c. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

- (c) The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.

- (d) The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.

(1) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

- (2) The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.
- (3) Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- (4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.
- (5) Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.
- (6) The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
- (e) It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable

amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

- (f) Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.
- (g) The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.
- (h) Appeals
 - (1) Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

Division 6. Development Fees.

§T10B-352 Purpose.

- (a) This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

§T10B-353 Basic Requirements.

- (a) The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.
 - (1) The municipality shall not spend development fees until the court has approved a plan for spending such fees.

§T10B-354 Residential Development Fees.

(a) Imposed fees.

- (1) Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
- (2) When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

- (3) Eligible exactions, ineligible exactions and exemptions for residential development
- (4) Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2, shall be exempt from development fees.
- (5) Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.
- (6) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

- (7) No development fee shall be collected for the demolition and replacement of an owner-occupied residential building resulting from a fire or natural disaster. If the new owner-occupied residential building is not substantially similar to the prior, demolished building, then the owner shall pay a development fee based on the net increase in equalized assessed value.
- (8) Developers of student housing as defined in Article I, Section T10B-2, shall be exempt from paying development fees. Examples of this type of construction would be dormitories and other types of student housing.

§T10B-355 Non-Residential Development Fees.

- (a) Imposition of fees.
 - (1) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
 - (2) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
 - (3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.
- (b) Eligible exactions, ineligible exactions and exemptions for non-residential development.
 - (1) The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.
 - (2) The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
 - (3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF “State of New Jersey Non-Residential Development Certification/Exemption.” Any exemption claimed by a developer shall be substantiated by that developer.
 - (4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer

applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

- (5) If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the municipality as a lien against the real property of the owner.

§T10B-356 Collection Procedures.

- (a) Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- (b) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on Form N-RDF. The tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- (c) The construction official responsible for the issuance of a building permit shall notify the tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.
- (d) Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.
- (e) The construction official responsible for the issuance of a final certificate of occupancy shall notify the tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
- (f) Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- (g) Should the municipality fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).
- (h) Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.

§T10B-357 Appeal of development fees.

- (a) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
- (b) A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§T10B-358 Affordable Housing Trust Fund.

- (a) A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- (b) The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - (1) Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;
 - (2) Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 - (3) Rental income from municipally operated units;
 - (4) Repayments from affordable housing program loans;
 - (5) Recapture funds;
 - (6) Proceeds from the sale of affordable units; and
 - (7) Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.
- (c) The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.

- (d) Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:
 - (1) Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
 - (2) Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;
 - (3) Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
 - (4) Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
 - (5) Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
 - (6) Revocation of compliance certification or a judgment of compliance and repose;
 - (7) Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;
 - (8) Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.
- (e) All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

§T10B-359 Use of Funds.

- (a) The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.
- (b) Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.
- (c) At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the

development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.

- (1) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - (2) Affordability assistance for very low income households may include producing very low-income units or buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
- (d) No more than 20% of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing Program and for compliance with the Superior Court and the Program including the costs to the municipality of resolving a challenge.

§T10B-360 Monitoring.

- (a) On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

§T10B-361 Ongoing Collection of Fees.

- (a) The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.
- (b) If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so

forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

§T10B-362 **Emergent Affordable Housing Opportunities.** Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

§T10B-363 through §T10B-372 **Reserved.**

Section 2. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 3. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 4. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 5. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 6. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton’s affordable housing program requirements to ensure compliance with recent amendments to the Fair Housing Act enacted as P.L. 2024, c.2 and the Uniform Housing Affordability Controls (“UHAC”), N.J.A.C. 5:80-26.1 *et seq.*

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 23, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for March 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.



MUNICIPALITY ^{of} PRINCETON

Planning Department
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
planning@princetonnj.gov

MEMORANDUM

To: Princeton Mayor and Council
From: Justin Lesko, AICP, PP – Planning Director *JL*
Nathan Foote, AICP, PP – Assistant Planning Director
Date: March 6th, 2026
Subject: **Ordinance #2026-15: An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton to Address the Requirements of the Fair Housing Act and the Uniform Housing Affordability Controls (“UHAC”) Regarding Compliance with the Municipality’s Affordable Housing Obligations**
Council Introduction – February 23rd, 2026
Planning Board Review – March 5th, 2026

The Princeton Council has referred Ordinance #2026-15 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance replaces Article XII, “Affordable Housing”, of Chapter T10B with a new Article XII, also entitled “Affordable Housing”. This new chapter is based on a model ordinance which follows current UHAC and DCA rules and includes, among other sections: definitions, municipality-wide mandatory set-aside, affordable housing construction and design regulations, affordable housing program regulations, unit standards, income restrictions, administration, enforcement, and development fees. The ordinance was introduced on February 23rd. The Planning Board reviewed the ordinance at their regular meeting open to the public on March 5th.

By a unanimous vote, the Board found Ordinance #2026-15 to be substantially consistent with the Princeton Master Plan and recommended approval of the Ordinance. The Board did not have any comments or recommendations.

See the memo from Mr. Foote to the Board for more information on the ordinance and its relation to the Princeton Master Plan, including the Fourth Round Housing Plan Element and Fair Share Plan. The memo is attached.

Please reach out if there are any questions or concerns regarding the ordinance or the Planning Board’s review.



MUNICIPALITY PRINCETON

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400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5366
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MEMORANDUM

To: Princeton Planning Board
From: Nathan Foote, AICP, PP – Assistant Planning Director
Date: February 27th, 2026
Subject: **Ordinance #2026-15: An Ordinance of the Municipality of Princeton Amending Chapter T10B Entitled “Land Use” of the Municipality of Princeton to Address the Requirements of the Fair Housing Act and the Uniform Housing Affordability Controls (“UHAC”) Regarding Compliance with the Municipality’s Affordable Housing Obligations**
Council Introduction – February 23rd, 2026

The Princeton Council has referred Ordinance #2026-15 to the Planning Board for master plan consistency review pursuant to N.J.S.A. 40A:55D-26a. The ordinance was introduced on February 23rd and is scheduled for a public hearing on March 9th. Ordinance 2026-15 is attached to this memo for reference.

The ordinance replaces Article XII, “Affordable Housing”, of Chapter T10B of the municipal code with a new Article XII also entitled “Affordable Housing”. This new chapter is based on a model ordinance which follows current UHAC and DCA rules and includes, among other sections: definitions, municipality-wide mandatory set-aside, affordable housing construction and design regulations, affordable housing program regulations, unit standards, income restrictions, administration, enforcement, and development fees.

In my professional opinion, the ordinance is consistent with the Master Plan. The update of the Affordable Housing chapter is directly called for on page 81 of Princeton’s Fourth Round Housing Element and Fair Share Plan, which states, “Once DCA and HMFA finalize their rule proposals (anticipated after June 30, 2025), the Municipality will prepare an updated Fair Share Ordinance in accordance with court-upheld COAH’s rules, DCA’s proposed new regulations at *N.J.A.C. 5:99*, and UHAC’s new 2025 regulations that are anticipated to be released shortly...” Aside from being directly called for in the Fourth Round HEFSP, Ordinance 2026-15 is substantially consistent with other goals of the Princeton Master Plan. One of the key findings from community input in the Introduction section of the plan is that Princeton needs more housing, especially at lower price points. The Vision statement includes that Princeton will have “housing ample and diverse enough to accommodate all who want to live here” and the Princeton of the future will be “affordable to households of all income levels.”

The Board shall determine if they find the Ordinance consistent with the Master Plan and provide any comments to Council.



MUNICIPALITY OF PRINCETON

Office of the Municipal Clerk
400 Witherspoon Street
Princeton, NJ 08540
(609) 924-5704
dmount@princetonnj.gov

MEMORANDUM

To: Planning Board
From: Dawn M. Mount, *Municipal Clerk*
CC: Justin Lesko, *Planning Director*
Subject: Planning Board Review of Ordinance 2026-15 upon Introduction
Date: February 25, 2026

On behalf of the Mayor and Council, and in accordance with the provisions of N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64, the attached ordinance, introduced at the Regular Meeting of February 9, 2026, is being directed to the Planning Board for its review and consideration. Please transmit the report of findings and recommendations from the Planning Board no later than thirty-five (35) days from this referral. It should be noted that the tentative date of the public hearing and final adoption of this ordinance is scheduled to take place at the Mayor and Council Regular Meeting of March 9, 2026.

Thank you in advance for your cooperation. Please contact me should you have any questions or concerns.

ORDINANCE #2026-15

AN ORDINANCE OF THE MUNICIPALITY OF PRINCETON AMENDING CHAPTER T10B ENTITLED “LAND USE” OF THE MUNICIPALITY OF PRINCETON TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (“UHAC”) REGARDING COMPLIANCE WITH THE MUNICIPALITY’S AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP vs. Mount Laurel, 67 N.J. 151 (1975) (“Mount Laurel I”) and Southern Burlington County NAACP vs. Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), has determined that every municipality in New Jersey has a constitutional obligation to provide, through its land use regulations, a realistic opportunity for its fair share of the regional need for housing for low- and moderate-income households and families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, amending the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., to establish a new framework for determining and enforcing municipalities’ affordable housing obligations under the New Jersey Supreme Court’s Mount Laurel doctrine and the Act (the “FHA”), starting with fourth round (2025-2035) affordable housing obligations; and

WHEREAS, in accordance with the FHA and Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024 (“Administrative Directive #14-24”), Princeton filed a Complaint for Declaratory Judgment entitled In the Matter of the Application of the Municipality of Princeton in Mercer County, Docket No. MER-L-000207-25 on January 28, 2025 (the “Fourth Round DJ Action”), identifying Princeton’s present and prospective fair share obligations for the Fourth Round, and committing to adopting and submitting a Fourth Round Housing Plan Element and Fair Share Plan (“HEFSP”) as required by the FHA; and

WHEREAS, on June 25, 2025, the Princeton Planning Board (“Board”) adopted a Fourth Round HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., as required by and in conformance with the FHA; and

WHEREAS, on June 26, 2025, by Resolution No. 25-230, the Mayor and Council endorsed Princeton’s Fourth Round HEFSP, which was filed with the court in the Fourth Round DJ Action on June 27, 2025; and

WHEREAS, Princeton’s Fourth Round HEFSP addresses Princeton’s affordable housing obligations in a manner which will promote the public health and general welfare, and sets forth a plan which fully satisfies Princeton’s Fourth Round affordable housing obligations; and

WHEREAS, as contemplated by and in conformity with P.L.2024, c.2, and with the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.1 et seq., Princeton now looks forward to implementing the goals, objectives and housing opportunities contemplated by its HEFSP by updating the regulations by which affordable units in the Municipality are created and administered; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 (“MLUL”) at N.J.S.A. 40:55D-62.a requires that the provisions of a land use ordinance be substantially consistent with the land use plan element and the housing plan element of the master plan or designed to effectuate such plan elements; and

WHEREAS, Princeton finds and declares that, pursuant to the purposes of the MLUL, the within ordinance promotes the public health, safety, morals, and general welfare and advances the municipality’s efforts to meet its constitutional obligation to provide for its fair share of very low, low and moderate income housing; and

WHEREAS, the Mayor and Council formally refers this Ordinance to the Board for review, examination, discussion and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to the requirements of the MLUL.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Municipality of Princeton as follows:

Section 1. Affordable Housing. Article XII, “Affordable Housing”, of Chapter T10B of the “Code of the Borough of Princeton, New Jersey, 1974” (the “Code”), entitled "Land Use", is hereby repealed and replaced in its entirety with a new Article XII, “Affordable Housing”, to read as follows:

ARTICLE XII Affordable Housing.

Division 1. General.

§T10B-332 Introduction & Applicability.

- (a) This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in the Municipality of Princeton consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services (“LPS”) at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan (“HEFSP”).
- (b) This Ordinance is intended to ensure that very low-, low- and moderate-income units (“affordable units”) are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory

requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to the provisions set forth below in item 5.c. below.

- (c) The Princeton Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.
- (d) This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.
- (e) Applicability.
 - (1) The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality’s most recently adopted HEFSP.
 - (2) This Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very low-, low- and moderate-income housing units.
 - (3) Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

§T10B-333 Definitions.

As used herein the following terms shall have the following meanings:

“Accessory apartments” means a residential dwelling unit that provides complete independent living facilities with a private entrance for one or more persons, consisting of provisions for living, sleeping, eating, sanitation, and cooking, including a stove and refrigerator, and is located within a proposed preexisting primary dwelling, within an existing or proposed structure that is an accessory to a dwelling on the same lot, constructed in whole or part as an extension to a proposed or existing primary dwelling, or constructed as a separate detached structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as “accessory dwelling units”.

“Act” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Adaptable” means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the “State Uniform Construction Code Act,” P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

“Administrative agent” means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

“Affirmative Marketing Plan” means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

“Affirmative Marketing Process” or “Program” means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low- low- and moderate-income units.

“Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

“Affordability average” means an average of the percentage of regional median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

“Affordable” means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

“Affordable housing development” means a development included in a municipality’s housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

“Affordable Housing Dispute Resolution Program” or “the Program” refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

“Affordable Housing Monitoring System” or “AHMS” means the Department’s cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

“Affordable Housing Trust Fund” or “AHTF” means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the “Neighborhood Preservation Nonlapsing Revolving Fund” and “Balanced Housing” mean the AHTF.

“Affordable unit” means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

“Age-restricted housing” means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: 1. All the residents of the development where the unit is situated are 62 years or older; 2. At least 80 percent of the units are occupied by one person that is 55 years or older; or 3. The development has been designated by the Secretary of HUD as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L.1983, c. 530 (C.55:14K-1 et seq.).

“Assisted living residence” means a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to ensure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor. Apartment units must offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette, and a lockable door on the unit entrance.

“Barrier-free escrow” means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

“Builder’s remedy” means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques, such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential development by including housing that is not for low- and moderate-income households.

“Certified household” means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household.

“CHOICE” means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

“COAH” or the “Council” means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

“Commissioner” means the Commissioner of the Department of Community Affairs.

“Compliance certification” means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a “judgment of compliance” or “judgment of repose.” The term “compliance certification” shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

“County-level housing judge” means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

“DCA” and “Department” mean the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Department” means the New Jersey Department of Community Affairs.

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Development fee” means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

“Dispute Resolution Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

“Division” means the Division of Local Planning Services within the Department of Community Affairs.

“Emergent opportunity” means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

“Equalized assessed value” or “EAV” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

“Equity share amount” means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

“Exit sale” means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

“Exclusionary zoning litigation” means litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder’s remedy.

“Extension of expiring controls” means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

“Fair share obligation” means the total of the present need and prospective need, including prior rounds, as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

“Fair share plan” means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

“FHA” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Green Building Strategies” means the strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

“HMFA” or “the Agency” means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

“Household income” means a household’s gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

“Housing element” means the portion of a municipality’s master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements proposals, maps, diagrams, and text designed to meet the municipality’s fair share of its region’s present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

“Housing region” means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

“Inclusionary development” means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate- income households.

“Judgment of compliance” or “judgment for repose” means a determination issued by the Superior Court approving a municipality’s fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

“Low-income household” means a household with a household income equal to 50 percent or less of the regional median income.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Mixed use development” means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities maybe considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

“Moderate-income household” means a household with a household income in excess of 50 percent but less than 80 percent of the regional median income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“MONI” means the no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

“Municipal housing liaison” or “MHL” means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

“Municipal affordable housing trust fund” means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

“Municipal development fee ordinance” means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

“New construction” means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

“New Jersey Affordable Housing Trust Fund” means an account established pursuant to N.J.S.A. 52:27D-320.

“New Jersey Housing Resource Center” or “Housing Resource Center” means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

“95/5 restriction” means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

“Non-exempt sale” means any sale or transfer of ownership of a restricted unit to one’s self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary; and the transfer of ownership by court order.

“Nonprofit” means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

“Non-residential development” means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

Hotels, motels, vacation timeshares, and child-care facilities; and

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

“Non-residential development fee” means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

“Order for repose” means the protection a municipality has from a builder’s remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

“Payment in lieu of constructing affordable units” means the prior approval of the payment of funds to the municipality by a developer when affordable units are not produced on a site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

“Prospective need” means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

“Qualified Urban Aid Municipality” means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

“Person with a disability” means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

“Price differential” means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

“Prior round unit” means a housing unit that addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

“Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L.2024, c. 2 (C.52:27D-313.2).

“Random selection process” means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans’ preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

“RCA administrator” means an appointed municipal employee who is responsible for oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

“RCA project plan” means a past application, submitted by a receiving municipality in an RCA, delineating the manner in which the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

“Receiving municipality” means, for the purposes of an RCA, a municipality that contractually agreed to assume a portion of another municipality’s fair share obligation.

“Reconstruction” means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

“Recreational facilities and community centers” means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

“Regional contribution agreement” or “RCA” means a contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into and was approved by COAH and/or Superior Court prior to July 18, 2008, to transfer a portion of a municipality’s affordable housing obligation to another municipality within its housing region.

“Regional median income” means the median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

“Rehabilitation” means the repair, renovation, alteration, or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. With respect to units in assisted living residences, rent does not include charges for food and services.

“Residential development fee” means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

“Spending plan” means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

“State Development and Redevelopment Plan” or “State Plan” means the plan prepared pursuant to sections 1 through 12 of the “State Planning Act,” P.L.1985, c. 398 (C.52:18A-196 et al.), designed to represent a balance of development and conservation objectives best suited to meet the needs of the State, and for the purpose of coordinating planning activities and establishing Statewide planning objectives in the areas of land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination pursuant to subsection f. of section 5 of P.L.1985, c. 398 (C.52:18A-200).

“Supportive housing household” means a very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant’s self-identification of household members on the affordable housing application.

“Supportive housing sponsoring program” means grant or loan program which provided financial assistance to the development of the unit.

“Supportive housing unit” means a restricted rental unit, as defined by N.J.S.A. 34:1B-21.24, that is affordable to very low-, low- or moderate-income households and is reserved for

occupancy by a supportive housing household. Supportive housing units are also referred to as permanent supportive housing units.

“Transitional housing” means temporary housing that: (1) includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements; (2) provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing; (3) is licensed by the department; and (4) allows households to remain for a minimum of six months.

“Treasurer” means the Treasurer of the State of New Jersey.

“UHAC” means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

“UHORP” means the Agency’s Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

“Unit type” means type of dwelling unit with various building standards including but not limited to single-family detached, single-family attached/townhouse, stacked townhouse (attached building containing 2 units each with separate entrances), duplex (detached building containing 2 units each with separate entrances), triplex (3 units each with separate entrance), quadplex (4 units each with separate entrance), multifamily / flat (2 or more units with a shared entrance). Inclusion of a garage, or not, shall not define the unit type.

“Very-low-income household” means a household with a household income less than or equal to 30 percent of the regional median income.

“Very-low-income housing” means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

“Very-low-income unit” means a restricted unit that is affordable to a very-low-income household.

“Veteran” means a veteran as defined at N.J.S.A. 54:4-8.10.

“Veterans’ preference” means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors and is considered a major system for rehabilitation.

§T10B-334 Monitoring and Reporting Requirements.

- (a) The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:

- (1) The municipality shall provide electronic monitoring data with the Department pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department's website at <https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml>.
- (2) On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.
- (3) On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

T10B-335 Municipality-wide Mandatory Set-Aside.

- (a) A development, other than single-family detached, providing a minimum of five new housing units created through any municipal rezoning or Zoning Board action, use or density variance, redevelopment plan, or rehabilitation plan that provides for densities at or above six units per acre, is required to include an affordable housing set-aside of 20%.
- (b) Within the lands of the former Borough, any residential development, except as noted herein, providing a minimum of 10 new housing units at a density of six or more units per acre that requires site plan or subdivision approval shall provide a minimum affordable housing set-aside of 20%, to be included within the development.
 - (1) A developer subject to this mandatory affordable housing set-aside ordinance may request, and the approving authority at its discretion may grant, additional incentives for the production of affordable housing, including but not limited to increased density, an increase in the maximum permitted number of dwelling units within a building, and/or a reduction in the off-street parking spaces otherwise required.
- (c) Any affordable units generated through such mandatory set-aside shall be subject to all other provisions of this ordinance.
- (d) All such affordable units shall be governed by this ordinance, including controls on affordability and bedroom distribution, and shall be affirmatively marketed to the housing region in conformance with UHAC at N.J.A.C. 5:80-26.1 et seq., any successor regulation, and all other applicable laws.
- (e) No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.
- (f) The mandatory set-aside requirements of this section do not give any developer the right to any rezoning, variance or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance or other relief.

- (g) This municipality-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the HEFSP, for which density and set-aside requirements shall be governed by the specific standards as set forth therein.
- (h) In the event that the inclusionary set-aside of 20% of the total number of residential units does not result in a full integer, the developer shall choose one of two options for addressing the fractional unit:
 - (1) The developer may round the set-aside upward to construct a whole additional affordable unit; or
 - (2) If the set-aside includes a fractional unit equal to 0.49 or less, the developer may round the set-aside downward and construct the lesser whole number of affordable units and shall also contribute the fractional subsidy payment (“fractional subsidy payment”) to be made to the municipality and deposited in the municipal Affordable Housing Trust Fund. The fractional subsidy payment amount shall be calculated as the fractional unit multiplied by the base subsidy payment amount currently established by the municipality as the average subsidy reflected in financial pro formas for 100% affordable housing or subsidized developments in the municipality or region on file with the municipality.

For example, if seven total units are developed at an inclusionary site, a 20% set-aside would require 1.4 affordable units. Per the requirements above, the developer shall round up the 0.4 unit to one whole affordable unit so as to construct a total of two (2) affordable housing units; or the developer shall round the set-aside downward so as to construct only one affordable unit AND shall pay into the municipal affordable housing trust fund a fractional subsidy payment equal to the dollar amount established by the municipality multiplied by 0.4.

Division 2. Affordable Housing Regulations.

§T10B-335 **New Construction** (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.). Per the definition of “New Construction,” this section governs the creation of new affordable housing units regardless of the means by which the units are created. Newly constructed units may include new residences constructed or created through other means.

- (a) The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.
- (b) Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
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25+1	10
50	50
75	75
90	100

(c) Design. The following design requirements apply to affordable housing developments, excluding prior round units.

(1) Design of 100 percent affordable developments:

- a. Restricted units must meet the minimum unit square footage required and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
- b. Each bedroom in each restricted unit must have at least one window.
- c. Restricted units must include adequate air conditioning and heating.

(2) Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.

- a. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
- b. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.
- c. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.
- d. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
- e. Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.
- f. Each bedroom in each restricted unit must have at least one window.
- g. Restricted units must be of the same unit type as market-rate units within the same building.

- h. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
- (3) Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:
- a. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - b. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - c. Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.
 - d. Restricted units must meet the minimum unit square footage required and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - e. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).
 - f. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - g. Each bedroom in each restricted unit must have at least one window; and
 - h. Restricted units must include adequate air conditioning and heating.
- (d) Utilities.
- a. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.

- b. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).
- (e) Low/moderate split and bedroom distribution.
- a. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
 - b. In each affordable housing development, at least 50% of the restricted units within each bedroom distribution rounded up to the nearest whole number, shall be very low- or low-income units. A developer may request from the governing body a waiver of the requirement to round up, upon demonstration that strict adherence to this requirement would cause undue hardship or would be site-infeasible.
 - c. Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count, and counted as part of the required number of low-income units within the development.
 - d. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:
 - a. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 - b. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - c. The combined number of efficiency and one-bedroom units shall be no greater than 20%, rounded down, of the total number of low- and moderate-income units. A developer may request from the governing body a waiver of the requirement to round down, upon demonstration that strict adherence to this requirement would cause undue hardship or would be site-infeasible.
 - d. At least 30% of all low- and moderate-income units, rounded up shall be two-bedroom units. . A developer may request from the governing body a waiver of the requirement to round up, upon demonstration that strict adherence to this requirement would cause undue hardship or would be site-infeasible.
 - e. At least 20% of all low- and moderate-income units, rounded up shall be three-bedroom units. . A developer may request from the governing body a waiver of the requirement to round up, upon demonstration that strict adherence to this requirement would cause undue hardship or would be site-infeasible.
 - f. The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.
 - e. Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit

arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units.

(f) Accessibility requirements.

- a. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. “Ground floor” means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.
- b. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multifloor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:
 - a. An adaptable toilet and bathing facility on the first floor;
 - b. An adaptable kitchen on the first floor;
 - c. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
 - d. An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
 - e. If not all of the foregoing requirements in b.i. through b.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and
 - f. An accessible entranceway as set forth in P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - i. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - ii. To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in

10% of the affordable units that have been constructed with adaptable entrances.

- iii. The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - iv. The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.
 - v. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.
- g. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is “site-impracticable” to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

§T10B-336 **Affordable Housing Programs.**

- (a) Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, “All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions.” The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.
- (b) Rehabilitation Programs (per N.J.A.C. 5:93-5.2 with updated provisions herein per N.J.A.C. 5:97-6.2 related to credit towards a municipal present need obligation).
 - (1) The rehabilitation program shall be designed to renovate deficient housing units occupied or intended to be occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28-1.1 et seq or the Rehabilitation Subcode, N.J.A.C. 5:23-6 to the extent applicable.
 - (2) Both ownership and rental units shall be eligible for rehabilitation funds.
 - (3) All rehabilitated units shall remain affordable to very low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the

control period shall be enforced with a mortgage and note and for renter-occupied units the control period will be enforced with a deed restriction.

- (4) The municipality shall dedicate a minimum average hard cost of \$10,000 for each unit to be rehabilitated through this program and in addition shall dedicate associated rehabilitation program soft costs such as case management, inspection fees and work write-ups.
 - (5) The municipality shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with P.L. 2024, Chapter 2. The Administrative Agent(s) shall provide rehabilitation manuals for ownership and rental rehabilitation programs. Manuals shall be adopted by resolution of the governing body. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and on the municipal affordable housing web page.
 - (6) Households determined to be very low-, low-, or moderate-income may participate in a rehabilitation program. Rehabilitated units shall be exempt from the very low-income requirements, low/mod split, and bedroom distribution requirements of UHAC, but shall be administered in accordance with the following:
 - a. If a unit is vacant at the time of rehabilitation, or if a rehabilitated unit becomes vacant and is re-rented before the expiration of the affordability controls, the deed restriction shall require that the unit be rented to a low- or moderate-income household at an affordable rent.
 - b. If a rental unit is occupied by a tenant at the time rehabilitation is completed, the rent charged after rehabilitation shall not exceed the lesser of the tenant's current rent or the maximum rent permitted under UHAC.
 - c. Rents in rehabilitated units may increase annually based on the standards in UHAC.
 - d. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.
- (c) Accessory Apartment program (per N.J.A.C. 5:93-5.9 as may be updated per various sections in N.J.A.C. 5:97-6.8).
- (1) All affordable accessory apartments created under this section of the Ordinance shall comply with the provisions for accessory dwelling units in the Residential district in which the unit is located.
 - (2) An affordable accessory apartment program shall provide low- and moderate-income units or may be limited to only low- or only moderate-income units.
 - (3) Per N.J.A.C. 5:97-6.8(c)1, at the time of initial occupancy of the unit and for at least 10 years thereafter, the accessory apartment shall be rented only to income eligible households consistent with the income category and rent structure of the unit.
 - (4) Rents of accessory apartments shall be established using the same methodology of affordable rental units discussed herein

- (5) There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory apartment is located running with the land and limiting its subsequent rental for the duration of the control period.
 - (6) The municipal accessory apartment program shall not restrict the number of bedrooms in any accessory apartment.
 - (7) Per N.J.A.C. 5:97-6.8(b)2, the municipality shall provide a minimum of \$25,000 per unit to subsidize the creation of each low-income accessory apartment or \$20,000 per unit to subsidize the creation of each moderate-income accessory apartment. Subsidy may be used to fund actual construction costs and/or to provide compensation for reduced rental rates.
- (d) Assisted Living Residence (per N.J.A.C. 5:97-6.11).
- (1) An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.
 - (2) The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.
 - (3) A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.
 - (4) Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.
 - (5) Low- and moderate-income residents cannot be charged any upfront fees.
 - (6) The units shall comply with UHAC with the following exceptions:
 - a. Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;
 - b. The deed restriction may be on the facility, rather than individual apartments or rooms;
 - c. Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and
 - (7) Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.
- (e) Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).
- (1) The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:
 - a. Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal

housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).

- b. Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.
- c. The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.
- d. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
- e. Occupancy shall not be restricted to youth under 18 years of age.
- f. In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.
- g. The bedrooms and/or units shall comply with UHAC with the following exceptions:
 - i. Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;
 - ii. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).
- h. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.
- i. Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.
- j. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:
 - i. An Affirmative Marketing Plan in accordance with vii.(a) above; and

- ii. If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.

k. The sponsor/owner shall complete annual monitoring as directed by the MHL.

§T10B-337 Regional Income Limits.

- (a) Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
- (b) Regional income limits are based on regional median income, which is established by a regional weighted average of the “median family incomes” published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
- (c) Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

§T10B-338 Maximum Initial Rents And Sales Prices.

- (a) In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.
- (b) The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.
- (c) The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60% of regional median income. The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent (rounded up) of the restricted units.)
- (d) The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income. These very low-income units shall be part of the low-income requirement and very-low-income units should be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count.
- (e) The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different

prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits.

- (f) The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.
- (g) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:
 - (1) A studio or efficiency unit shall be affordable to a one-person household;
 - (2) A one-bedroom unit shall be affordable to a one and one-half person household;
 - (3) A two-bedroom unit shall be affordable to a three-person household;
 - (4) A three-bedroom unit shall be affordable to a four and one-half person household; and
 - (5) A four-bedroom unit shall be affordable to a six-person household.
- (h) In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:
 - (1) A studio or efficiency unit shall be affordable to a one-person household;
 - (2) A one-bedroom unit shall be affordable to a one and one-half person household; and
 - (3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.
- (i) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Freddie Mac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.
- (j) The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also

comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.

- (k) At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.

§T10B-339 Selection of Occupants of Affordable Housing Units.

- (a) The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
- (b) A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

§T10B-340 Occupancy Standards.

- (a) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - (1) Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
 - (2) Provide a bedroom for every two adult occupants;
 - (3) With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
 - (4) Avoid placing a one-person household into a unit with more than one bedroom.

Division 3. Owner-Occupied Unit Standards.

§T10B-341 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- (a) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
- (b) Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).

- (c) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
- (d) If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
- (e) After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
 - (1) If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
 - (2) If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
- (f) Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
- (g) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
- (h) At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- (i) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

§T10B—343 Price Restrictions for Restricted Ownership Units and Resale Prices.

- (a) Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
 - (1) The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
 - (2) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.
 - a. If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.

- b. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
- (3) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:
- a. those that render the unit suitable for a larger household or the addition of a bathroom.
 - b. The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);
- (4) No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.
- (b) Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

§T10B-342 Buyer Income Eligibility.

- (a) Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.

- (b) Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.
- (c) A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
- (d) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - (1) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
 - (2) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
 - (3) The household is currently in substandard or overcrowded living conditions;
 - (4) The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

§T10B-343 Limitations on Indebtedness Secured by Ownership Unit; Subordination.

- (a) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed

indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

- (b) With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).

Division 4. **Renter Occupied Unit Standards.**

§T10B-344 **Control Periods for Restricted Rental Units.**

- (a) Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
- (b) Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
- (c) The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
- (d) Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.
- (e) Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
- (f) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.
- (g) A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - (1) Sublease or assignment of the lease of the unit;
 - (2) Sale or other voluntary transfer of the ownership of the unit;
 - (3) The entry and enforcement of any judgment of foreclosure on the property containing the unit; or

- (4) The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

§T10B-345 Rent Restrictions for Rental Units; Leases and Fees.

- (a) The initial rent for a restricted rental unit shall be set by the Administrative Agent.
- (b) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
- (c) No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
 - (1) Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
- (d) Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
- (e) Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
- (f) Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
- (g) Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
- (h) For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

§T10B-346 Tenant Income Eligibility.

- (a) Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
 - (1) Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.
 - (2) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.

- (3) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.
- (b) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - (1) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - (2) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - (3) The household is currently in substandard or overcrowded living conditions;
 - (4) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - (5) The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- (c) The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Division V. Administration.

§T10B-347 Municipal Housing Liaison.

- (a) The Municipal Housing Liaison shall be approved annually by municipal resolution.
- (b) The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.
- (c) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:
 - (1) Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
 - (2) The oversight of the Affirmative Marketing Plan and affordability controls.
 - (3) When applicable, overseeing and monitoring any contracting Administrative Agent.
 - (4) Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.

- (5) Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
- (6) Coordinating meetings with affordable housing providers and administrative agents, as needed.
- (7) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
- (8) Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
- (9) Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
- (10) Listing on the municipal website contact information for the MHL and Administrative Agents.

§T10B-348 Administrative Agent.

- (a) All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
- (b) The fees for administrative agents shall be paid as follows
 - (1) Administrative agent fees related to rental units shall be paid by the developer/owner, with the exception that administrative agent fees related to restricted accessory apartments shall be paid by the Municipality.
 - (2) Administrative agent fees related to initial sale of units shall be paid by the developer.
 - (3) Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - (4) Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
- (c) An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.
- (d) Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
 - (1) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 - (2) Affirmative marketing:

- a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
 - b. Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
- (3) Household certification.
- a. Soliciting, scheduling, conducting and following up on interviews with interested households.
 - b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
 - d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
 - e. Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.
 - f. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
- (4) Affordability controls.
- a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.
 - b. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
 - c. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
 - d. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- (5) Records retention.
- a. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
 - b. Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.

(6) Resales and re-rentals.

- a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
- b. Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.

(7) Processing requests from unit owners.

- a. Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.
- b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
- c. Notifying the municipality of an owner's intent to sell a restricted unit.
- d. Making determinations on requests by owners of restricted units for hardship waivers.

(8) Enforcement.

- a. Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- c. Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;
- d. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
- e. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.

(9) The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

§T10B-349 Affirmative Marketing.

- (a) The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
- (b) The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 4 and is required to be followed throughout the period of deed restriction.
- (c) The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.
 - (1) Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-, low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.
 - (2) There shall be a regional preference for all households that live and/or work in Housing Region 4 comprising Mercer, Monmouth, and Ocean Counties.
 - (3) Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.
 - (4) With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.
- (d) The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.
- (e) The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent shall consider the use of language translations where appropriate.
- (f) Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the

developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.

- (g) In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website, and to the following entities: Fair Share Housing Center; New Jersey State Conference of the NAACP; Trenton branch of the NAACP; Greater Red Bank branch of the NAACP; Asbury Park/Neptune branch of the NAACP; Bayshore branch of the NAACP; Greater Freehold branch of the NAACP; Greater Long Branch chapter of the NAACP; Shiloh Baptist Church; Latino Action Network; and the Supportive Housing Association. The Administrative Agent shall also provide specific notice to the Municipality's Committee on Affordable Housing, Racial, Economic, Social Equity and Services (CARES) Committee. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.
- (h) In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- (i) The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
- (j) The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception that the cost to affirmatively market any restricted accessory apartments shall be the responsibility of the Municipality. This requirement shall be included in any land use board resolution of site plan approval for a development that includes affordable units.

§T10B-350 Responsibilities of The Owner of a development containing affordable units.

- (a) The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:
 - (1) Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - (2) The total number of units in the project and the number of affordable units.
 - (3) The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.

- (4) Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
 - (5) A projected construction schedule.
 - (6) The location of any common areas and elevators.
 - (7) The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.
- (b) In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:
- (1) Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.
 - (2) Provide to the administrative agent a description of any applicable fees.
 - (3) Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
 - (4) Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
 - (5) Provide to the administrative agent a proposed form of lease for any rental units.
 - (6) Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
 - (7) Strive to maintain the continued occupancy of the affordable units during the entire restricted period.
- (c) In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:
- (1) Proposed pricing for all units, including any purchaser options and add-on items.
 - (2) Condominium or homeowner association fees and any other applicable fees.
 - (3) Estimated real property taxes.
 - (4) Sewer, water, trash disposal, and any other utility assessments.
 - (5) Flood insurance requirement, if applicable.
 - (6) The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

§T10B-351 Enforcement of Affordable Housing Regulations.

- (a) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or

equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

- (b) After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

(1) The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

- a. A fine of not more than 500 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
- b. In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;
- c. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

- (c) The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.

- (d) The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.

(1) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

- (2) The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.
- (3) Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- (4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.
- (5) Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.
- (6) The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
- (e) It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable

amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

- (f) Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.
- (g) The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.
- (h) Appeals
 - (1) Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

Division 6. Development Fees.

§T10B-352 Purpose.

- (a) This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

§T10B-353 Basic Requirements.

- (a) The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.
 - (1) The municipality shall not spend development fees until the court has approved a plan for spending such fees.

§T10B-354 Residential Development Fees.

(a) Imposed fees.

- (1) Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
- (2) When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

- (3) Eligible exactions, ineligible exactions and exemptions for residential development
- (4) Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2, shall be exempt from development fees.
- (5) Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.
- (6) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

- (7) No development fee shall be collected for the demolition and replacement of an owner-occupied residential building resulting from a fire or natural disaster. If the new owner-occupied residential building is not substantially similar to the prior, demolished building, then the owner shall pay a development fee based on the net increase in equalized assessed value.
- (8) Developers of student housing as defined in Article I, Section T10B-2, shall be exempt from paying development fees. Examples of this type of construction would be dormitories and other types of student housing.

§T10B-355 Non-Residential Development Fees.

- (a) Imposition of fees.
 - (1) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
 - (2) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
 - (3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.
- (b) Eligible exactions, ineligible exactions and exemptions for non-residential development.
 - (1) The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.
 - (2) The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
 - (3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF “State of New Jersey Non-Residential Development Certification/Exemption.” Any exemption claimed by a developer shall be substantiated by that developer.
 - (4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer

applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

- (5) If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the municipality as a lien against the real property of the owner.

§T10B-356 Collection Procedures.

- (a) Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- (b) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on Form N-RDF. The tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- (c) The construction official responsible for the issuance of a building permit shall notify the tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.
- (d) Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.
- (e) The construction official responsible for the issuance of a final certificate of occupancy shall notify the tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
- (f) Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- (g) Should the municipality fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).
- (h) Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.

§T10B-357 Appeal of development fees.

- (a) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
- (b) A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§T10B-358 Affordable Housing Trust Fund.

- (a) A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- (b) The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - (1) Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;
 - (2) Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 - (3) Rental income from municipally operated units;
 - (4) Repayments from affordable housing program loans;
 - (5) Recapture funds;
 - (6) Proceeds from the sale of affordable units; and
 - (7) Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.
- (c) The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.

- (d) Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:
 - (1) Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
 - (2) Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;
 - (3) Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
 - (4) Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
 - (5) Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
 - (6) Revocation of compliance certification or a judgment of compliance and repose;
 - (7) Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;
 - (8) Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.
- (e) All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

§T10B-359 Use of Funds.

- (a) The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.
- (b) Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.
- (c) At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the

development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.

- (1) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - (2) Affordability assistance for very low income households may include producing very low-income units or buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
- (d) No more than 20% of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing Program and for compliance with the Superior Court and the Program including the costs to the municipality of resolving a challenge.

§T10B-360 Monitoring.

- (a) On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

§T10B-361 Ongoing Collection of Fees.

- (a) The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.
- (b) If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so

forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

§T10B-362 **Emergent Affordable Housing Opportunities.** Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

§T10B-363 through §T10B-372 **Reserved.**

Section 2. Conflicts. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provisions of this Ordinance shall control.

Section 3. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

Section 4. Referral. After introduction, the Municipal Clerk is hereby directed to submit a copy of this ordinance to the Princeton Planning Board for its review and report in accordance with N.J.S.A. 40:55D-64.

Section 5. Notice. The Municipal Clerk is directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the Mercer County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-62.1.

Section 6. Effective Date. This ordinance shall take effect immediately upon final passage and publication, filing with the Mercer County Planning Board, and as otherwise provided for by law.

Dawn M. Mount, Clerk

Hon. Mark Freda, Mayor

STATEMENT OF PURPOSE: The purpose of this ordinance is to amend Princeton’s affordable housing program requirements to ensure compliance with recent amendments to the Fair Housing Act enacted as P.L. 2024, c.2 and the Uniform Housing Affordability Controls (“UHAC”), N.J.A.C. 5:80-26.1 *et seq.*

NOTICE

NOTICE IS HEREBY GIVEN that the above Ordinance was introduced and passed on first reading at the Council Meeting of the Mayor and Council of the Municipality of Princeton in the County of Mercer, State of New Jersey, held on February 23, 2026 and will be considered for final passage and adoption at the Council Meeting scheduled for March 9, 2026 at 7:00 p.m. at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey. Any person interested in this matter will be given an opportunity to be heard at that meeting. A copy of this Ordinance may be obtained at no cost by any member of the general public upon request at the Municipal Building during business hours.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: ORD 26-16

Agenda Date: 3/9/2026

Agenda #: 1.

An Ordinance by the Municipality of Princeton Designating Restricted Parking Spaces for Persons with Disabilities on Clay Street and Leigh Avenue, Updating Restricted Parking Spaces in Additional Locations, and Amending Section B19-30 of the “Code of the Borough of Princeton, New Jersey, 1964” and Section T11-11.1 of the “Code of the Township of Princeton, New Jersey, 1968” (Public Hearing: March 23, 2026)- Roll Call



MUNICIPALITY OF PRINCETON

Department of Infrastructure
& Operations

400 Witherspoon Street

Princeton, NJ 08540

(609) 921-7077

engineering@princetonnj.gov

MEMORANDUM

To: Mayor and Council
From: James J. Purcell, P.E., *Assistant Municipal Engineer*
Subject: Restricted Parking Spaces Ordinance
Date: March 6, 2026

Attached for introduction by Council at the March 9, 2026 Council meeting is a proposed amendment to the ordinances regarding restricted parking spaces, formerly known as handicapped spaces.

Requests were received from residents with disabilities who live on Clay Street and Leigh Avenue for parking spaces for use by people with disabilities. These requests were reviewed by staff and the Traffic Safety Committee and determined to be necessary and feasible. The restricted spaces will not be for the exclusive use of the residents who requested them – they are accessible to anyone with a duly-issued disability placard from NJMVC. The residents are aware of this non-exclusivity.

In reviewing the ordinance related to restricted parking for the persons with disabilities, several other changes were determined to be necessary:

1. Revising the ordinance section title from “Handicapped Parking” to “Restricted Parking.” The term “handicapped” is outdated and obsolete, does not occur in the Americans with Disabilities Act standards, and is not term used in the Manual on Uniform Traffic Control Devices for signage. State law refers to these types of parking spaces as “Restricted,” therefore the title of the section is being revised to conform to state law and the other appropriate guidance.
2. Revising the number of restricted parking spaces in various locations. Over time, changes in the number of restricted parking spaces have occurred that have not been codified. This amendment will remedy this oversight by revising the number of spaces at the following locations:
 - a. Monument Hall Parking Lot – the restricted spaces at Monument Hall were not included in the ordinance and the amendment will now codify the four spaces in the main parking lot and the single space along the driveway (Monument Drive) near the front walkway.
 - b. Spring Street Municipal Garage. During the recent rehabilitation project, additional restricted spaces were designated on each level of the garage closest to the elevators – there are now twenty-one spaces in place of the nine in the code.
 - c. Princeton Municipal Complex Parking Lots. There are now four restricted parking spaces in the main lot off Witherspoon Street instead of two. The Community Park Pool parking lot was listed separately and has now been included as part of the Municipal Complex Parking Lots, with three restricted spaces instead of six.
3. Revising the numbers from numerals to text for consistency.
4. Deleting a redundant and unnecessary section 11.11.1(b) regarding parking in restricted spaces – this section is repetitive regarding public spaces and state law allows the enforcement action cited for private spaces.
5. Replacing “Witherspoon Alley” with “Tulane Yard.” Witherspoon Alley is an obsolete term no longer in use and not obvious to the general public.
6. Other revisions deemed obsolete or for consistency.

Please let me know if you have any questions.

Ordinance #2026-

An Ordinance by the Municipality of Princeton Regulating Restricted Parking Spaces for Persons with Disabilities on Clay Street and Leigh Avenue and Amending Section B19-30 of the “Code of the Borough of Princeton, New Jersey, 1964” and Section T11-11.1 of the “Code of the Township of Princeton, New Jersey, 1968”

WHEREAS, Princeton has established restricted parking spaces for the exclusive use of persons with disabilities under the authority granted by N.J.S.A. 39:4-197.5; and

WHEREAS, Princeton has determined that there exists a need to establish additional restricted parking spaces in the municipality and specifically on Clay Street and Leigh Avenue; and

WHEREAS, sufficient space exists on Clay Street and on Leigh Avenue to accommodate restricted parking spaces; and

WHEREAS, the Engineering Department and the Council’s Traffic Safety Committee endorse the establishment of restricted parking spaces on these municipal streets.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of Princeton as follows:

Section 1. Section 19-30 of Chapter 19 of the “Code of the Borough of Princeton, New Jersey (1974)” is hereby amended as follows (additions are underlined; deletions are [bracketed]):

Sec. 19-30. [Handicapped] Restricted Parking.

- (a) No person shall park a vehicle in any [designated handicapped] restricted parking space [as described] designated herein, unless said person has been issued a special vehicle identification card pursuant to N.J.S.A. 39:4-205 by the New Jersey Motor Vehicle Commission and unless [the _ handicapped]said person is either the driver or a passenger in that vehicle.
- (b) Any person parking [the] a vehicle in [the handicapped] a restricted parking space without a special vehicle identification card shall be liable for a fine of

\$250 for the first offense and for subsequent offenses, a fine of at least \$250 and up to 90 days community service on such terms and in such form as the court may deem appropriate or any combination thereof.

- (c) Restricted parking [S]spaces designated.
- (1) Palmer Square South, north side, one space 89 feet west of Palmer Square East.
 - (2) Parking yards.
Park Place West Yard, [2] two spaces [as designated by the borough engineer]
Maclean Street Yard, [2] two spaces [as designated by the borough engineer]
Princeton Station Lot, [5] five spaces
Princeton Station Retail Lot, [4] four spaces
Monument Hall Parking Lot, four spaces in the south parking lot and one space on Monument Drive
 - (3) Spring Street Municipal Parking Garage, [nine] twenty-one spaces total throughout the garage [as duly designated].
 - (4) [Witherspoon Alley] Tulane Yard, south side of the entrance driveway, one space [as designated by the borough engineer].
 - (5) Clay Street, north side, one space beginning at a point 311 feet east of the easterly curb line of John Street.

Section 2. Section 11-11.1 of Chapter 11 of the “Code of the Township of Princeton, New Jersey (1968)” is hereby amended as follows (additions are underlined; deletions are [bracketed]):

Section 11-11.1 [Handicapped] Restricted parking [zones]spaces.

- (a) No person shall park a vehicle in the following designated [handicapped] restricted parking [zones]spaces, unless said person has been issued a special vehicle identification card, pursuant to N.J.S.A. 39:4-205 by the New Jersey Motor Vehicle Commission and unless said person is either the driver or a passenger in that vehicle:

Community Park North. Two spaces, one [to be located] in the northeast corner of said lot, closest to the existing pedestrian path and one [to be located as the last parking stall on] in the northwest corner of said lot closest to the existing restrooms.

[Community Park Pool parking lot. The six spaces designated therein as handicapped spaces].

Community Park South. Two spaces [to be] located on the north side, one space [to be] located at the westerly most end of said lot and one space [to be] located at the easterly most end of said lot.

Franklin Avenue. One space located on the southern side abutting property known as 391 Franklin Avenue starting at a point 645 feet west from the westerly curblineline of Leavitt Lane and extending a distance of 20 feet therefrom.

Jefferson Road. Jefferson Road, East side, two spaces directly in front of house numbers 77 and 79.

Leigh Avenue, south side, one space beginning at a point 106 feet west of the westerly curblineline of Witherspoon Street.

Princeton [Township] Municipal Complex Parking Lots. Four spaces located in north parking lot closest to police building entrance, [and two] four spaces located in south parking lot closest to [Human Services building] the Community Room building entrance, and three spaces closest to the Community Park Pool entrance.

Valley Road Building front parking lot. Three spaces utilizing entire lot.

Valley Road Building parking lot. One space in visitors' lot closest to Witherspoon Street.

Witherspoon Street. East side, two spaces opposite intersection with Birch Avenue.

- (b) [No person shall park a vehicle in any space on public or private property appropriately marked for vehicles for the physically handicapped accessible unless said person has been issued a special vehicle identification card

pursuant to N.J.S.A. 39:4-205 by the New Jersey Motor Vehicle Commission.]

(b) [(c)] Any person parking a motor vehicle in a restricted parking space without a special vehicle identification card shall be liable to a fine of \$250 for the first offense and, for subsequent offenses, a fine of at least \$250 and up to 90 days community service on such terms and in such form as the court shall deem appropriate, or any combination thereof.

Section 3. The appropriate signs shall be posted to implement the requirements of this ordinance.

Section 4. All ordinances and resolutions or parts thereof inconsistent with this ordinance are repealed.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

Section 6. This ordinance shall be published as required by law.

The foregoing ordinance was introduced at a meeting of the Mayor and Council of Princeton held on March 9, 2026 and will be further considered for final passage after a public hearing thereon at a meeting of said Mayor and Council to be held March 23, 2026, beginning at 7:00 p.m.

Dawn M. Mount, Municipal Clerk

Mark Freda, Mayor

The purpose of this ordinance is to update provisions of both the Township and Borough Codes regulating restricted parking spaces for persons with disabilities and designated new restricted parking spaces on Clay Street and Leigh Avenue, with an endorsement from the Engineering Department and Traffic Safety Committee.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-072

Agenda Date: 3/9/2026

Agenda #: 1.

..title

Resolution of the Mayor and Council of Princeton Authorizing the Award of a Contract to National Auto Fleet Group for Two (2) New/Unused 2026 Toyota RAV4 Hybrid Vehicles for Use by the Building Department for \$69,428.78 utilizing Sourcewell National Cooperative Purchasing Contract #081325-NAF

WHEREAS, the Municipality of Princeton (“Princeton”) has a need to procure two (2) New/Unused 2026 Toyota RAV4 Hybrid Vehicles for use by the Building Department; and

WHEREAS, these goods are available on Sourcewell National Cooperative (“Sourcewell”) Contract #081325-NAF, which expires on November 13, 2029, awarded to National Auto Fleet Group; and

WHEREAS, pursuant to N.J.S.A. 52:34-6.2 b. (3), Princeton may make purchases through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process within the State of New Jersey, or within any other state; and

WHEREAS, National Auto Fleet Group provided a proposal for the desired vehicles in the amount of \$69,428.78; and

WHEREAS, Princeton has documented the required due diligence to determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered; and

WHEREAS, Princeton has reviewed the Sourcewell contract and determined that it meets New Jersey’s “fair and open” standards; and

WHEREAS, Princeton has obtained statutory required forms and confirmed that National Auto Fleet Group complies with New Jersey requirements; and

WHEREAS, in accordance with guidance from the State of New Jersey, an advertisement notifying the public of the intent to award a contract was published on February 20, 2026; and

WHEREAS, the Certified Financial Officer has certified that Princeton has appropriated sufficient funds for these goods in account [REDACTED].

NOW, THEREFORE, IT IS RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Council, or their designee, is hereby authorized and directed to enter into an agreement with National Auto Fleet Group for two (2) New/Unused 2026 Toyota RAV4 Vehicles for \$69,428.78 without public bidding as permitted by law.

2. A copy of this Resolution, Pay-to-Play Forms, Documented Due Diligence, and the contract will be kept on file in the Office of the Clerk.



Building & Construction Dept.
Municipality of Princeton
400 Witherspoon Street | Princeton, NJ 08540
buildingdept@princetonnj.gov
(609) 921-7078

To: Mayor and Council
From: Daniel Taglieri (Construction Official)
Subject: Vehicle Lease
Date: March 4th, 2026

Mayor Freda and council members there are two building department vehicles that are coming off lease in the next few months. I spoke with Tim Vanatta and he recommended Toyota RAV-4 hybrid SUV'S as vehicle lease replacements. I would like to thank you for considering my request for a resolution to acquire these vehicles.

Sincerely

Daniel Taglieri

Construction Official

Building & Construction Department

Municipality of Princeton

400 Witherspoon Street | Princeton, NJ 08540

dtaglieri@princetonnj.gov

Tel: (609) 921-7078 x1242

Fax:(609) 608-2043



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

2/12/2026

Quote ID: **42336**

Order Cut Off Date: **TBA**

tim vanatta
 Township of Princeton PW
 fleet garage
 400 witherspoon st
 princeton, New Jersey, 08540

Dear tim vanatta,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2026 Toyota RAV4 (4435) LE AWD (Natl),) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$35,249.00	\$34,114.39	3.219 %	\$68,228.78	\$2,269.22
2 Additional Key(s)		\$600.00		\$1,200.00	
Tax (0.0000 %)		\$0.00		\$0.00	
Tire fee		\$0.00		\$0.00	
Total		\$34,714.39		\$69,428.78	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

2026 Fleet/Non-Retail Toyota RAV4 LE AWD (Natl)

WINDOW STICKER

2026 Toyota RAV4 LE AWD (Natl)		
CODE	MODEL	MSRP
4435	2026 Toyota RAV4 LE AWD (Natl)	\$33,300.00
OPTIONS		
FE	50 State Emissions	\$0.00
040	Ice Cap	\$0.00
FB20	Black, Fabric Seat Trim	\$0.00
MF	Mudguards (TMS)	\$160.00
2T	All Weather Floor Liner & Cargo Tray (TMS)	\$339.00
Please note selected options override standard equipment		
	SUBTOTAL	\$33,799.00
	Advert/ Adjustments	\$0.00
	Manufacturer Destination Charge	\$1,450.00
	TOTAL PRICE	\$35,249.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE	50 State Emissions
PRIMARY PAINT	
Code	Description
040	Ice Cap
SEAT TRIM	
Code	Description
FB20	Black, Fabric Seat Trim
PORT INSTALLED OPTIONS	
Code	Description
MF	Mudguards (TMS)
2T	All Weather Floor Liner & Cargo Tray (TMS)

Standard Equipment

ADDITIONAL EQUIPMENT

Engine: 2.5L 4-Cylinder Atkinson Cycle DOHC
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode, Sequential Shift Control and Oil Cooler
Transmission: Continuously Variable (CVT)
Automatic Full-Time All-Wheel
550CCA Maintenance-Free Battery w/Run Down Protection
Hybrid Electric Motor
Towing Equipment -inc: Trailer Sway Control
4920# Gvwr
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
14.5 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Double Wishbone Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
Brake Actuated Limited Slip Differential
Lithium Ion (li-Ion) Traction Battery
Wheels: 17" Dark Gray Metallic Alloy
Tires: 235/65R17 AS
Steel Spare Wheel
Compact Spare Tire Mounted Inside Under Cargo
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Black Bumper Insert
Black Rear Bumper w/Black Rub Strip/Fascia Accent
Black Bodyside Cladding and Black Wheel Well Trim
Body-Colored Door Handles
Chrome Side Windows Trim and Black Front Windshield Trim
Black Power Side Mirrors w/Manual Folding
Fixed Rear Window w/Wiper and Defroster
Deep Tinted Glass
Fixed Interval Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Body-Colored Grille

Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering
Carpet Floor Trim
Cargo Area Concealed Storage
Roll-Up Cargo Cover
Cargo Space Lights
FOB Controls -inc: Keyfob Remote Start
Smart Device Remote Engine Start
Safety Connect (5-year trial) Tracker System
Smart Device Integration
Instrument Panel Bin, Driver And Passenger Door Bins
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest and Rear Center Armrest
2 Seatback Storage Pockets
Perimeter Alarm
Immobilizer
2 12V DC Power Outlets
Air Filtration
Lane Tracing Assist (LTA)/Traffic Jam Assist
Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Safety Connect (5-year trial) Emergency Sos Capability
Blind Spot Monitor (BSM) Blind Spot
Pre-Collision System (PCS) w/Intersection Support
Rear Cross-Traffic Alert (RCTA)
Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist

Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps
LED Brakelights
Headlights-Automatic Highbeams
Laminated Glass
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
Radio: 10.5" Toyota Audio Multimedia w/6 Speakers -inc: wireless Apple CarPlay and Android Auto compatibility and SiriusXM w/360L and 3-month trial, See toyota.com/connected-services for details
6 Speakers
Streaming Audio
Integrated Roof Antenna
Bluetooth Wireless Phone Connectivity
2 LCD Monitors In The Front
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Power/Regen, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Wi-Fi Connect 30-day trial with Unlimited Hotspot Data Mobile Hotspot Internet Access
Front Bucket Seats -inc: 8-way manual-adjustable driver's seat w/lumbar support and 6-way manual front passenger seat
Front Cupholder
Rear Cupholder
Proximity Key For Doors And Push Button Start
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Mechanical Fuel
Cruise Control w/Steering Wheel Controls
Full-Speed Range Dynamic Radar Cruise Control (DRCC)
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Leatherette Instrument Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Vinyl Door Trim Insert
Urethane Gear Shifter Material
Fabric Seat Trim

Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning
Collision Mitigation-Front
Evasion Assist
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag and Passenger Cushion Front Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-073

Agenda Date: 3/9/2026

Agenda #: 2.

Resolution of the Mayor and Council of Princeton Awarding a Professional Services Agreement to Preservation Design Partnership, LLC for Continuation of Services in Furtherance of Design Guidelines for Historic Districts

WHEREAS, by Resolution 24-366 adopted on December 19, 2024, Council awarded a professional services agreement to Preservation Design Partnership, LLC (“PDP”) for Design Guidelines for Historic Districts for an Amount Not to Exceed \$160,000.00 and a term of one year (“2025 Agreement”); and

WHEREAS, PDP commenced services under the 2025 Agreement and has been working diligently in cooperation with the Office of Historic Preservation in furtherance of completion of same; and

WHEREAS, the 2025 Agreement expired on January 7, 2026, and the applicable provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-15) do not authorize the extension of this type of professional services agreement beyond one year; and

WHEREAS, the Historic Preservation Officer recommends that Council award a new professional services agreement (“2026 Agreement”) to enable PDP to complete the remainder of the professional services originally contemplated under the 2025 Agreement; and

WHEREAS, the Municipality of Princeton has paid \$60,416.00 to PDP for services under the 2025 Agreement and it is anticipated the balance of \$99,584.00 will be necessary as compensation for the completion of the remaining scope of work under the 2026 Agreement, the sum of which is not anticipated to exceed the original amount of \$160,000.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law, Princeton may award a contract for professional services without public advertising for bids; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5., the Municipality of Princeton may award a non-fair and open contract to a business entity if, during the preceding one-year period, that business entity has not made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded; and

WHEREAS, PDP has completed and submitted the required pay-to-play forms which certify that PDP has not made any reportable contributions to a candidate committee in the Municipality of Princeton in the previous year, and that the contract will prohibit PDP from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services in accounts 01-203-20-175-297, 01-201-20-175-297, and 01-201-20-111-283; and

WHEREAS, the term of this contract shall be twelve months.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk, or their designee, are hereby authorized and directed to enter into an agreement with Preservation Design Partnership, LLC to enable the continuation of their services in furtherance of creating Design Guidelines for Historic Districts for an amount not to exceed \$99,584.00 without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-5(1)(a)(i).
2. The Term of this agreement shall be twelve months.
3. A copy of this Resolution, Pay to Play forms and contract will be kept on file in the Office of the Clerk.
4. Notice of this action shall be published in the official newspaper as required by law.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-074

Agenda Date: 3/9/2026

Agenda #: 3.

Resolution of the Mayor and Council of Princeton Authorizing an Increase of \$55,000.00 to the Not to Exceed Amount for the Professional Services Agreement with Greenbaum, Rowe, Smith & Davis, LLP for 2025 Legal Services Related to Affordable Housing, Planning, and Redevelopment for a New Not to Exceed Amount of \$317,000.00

WHEREAS, by Resolution 25-114 adopted on March 24, 2025, Princeton Council awarded a contract to Greenbaum, Rowe, Smith & Davis, LLP (“GRSD”) for legal services in connection with various affordable housing, planning, and redevelopment matters and projects on an as-needed basis for an amount not to exceed \$100,000.00 and a contract term from March 14, 2025, until March 13, 2026; and

WHEREAS, by Resolution 25-202 adopted on June 9, 2025, Princeton Council authorized an increase to the professional services agreement with GRSD for an amount not to exceed \$100,000.00, for a total not to exceed amount of \$200,000.00; and

WHEREAS, by Resolution 25-356 adopted on October 27, 2025, Princeton Council authorized an increase to the professional services agreement with GRSD for an amount not to exceed \$62,000.00, for a total not to exceed amount of \$262,000.00

WHEREAS, additional legal services will be needed; and

WHEREAS, it is estimated that the additional services will not cost more than \$55,000.00; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services from 01-203-20-155-279.

NOW, THEREFORE, BE IT RESOLVED by the Council of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Council, or their designee, hereby authorize the second amendment to the agreement originally authorized by Resolution 25-114 adopted on March 24, 2025, and amended by Resolution 25-202 adopted on June 9, 2025, and amended by Resolution 25-356 adopted on October 27, 2025, to increase the not to exceed amount by \$55,000.00 for a new not to exceed amount of \$317,000.00.
2. All remaining provisions of the original agreement not otherwise amended by or inconsistent herewith shall remain in full force and effect.
3. This Resolution, when countersigned by Greenbaum, Rowe, Smith & Davis, LLP, shall serve as the third amendment to the original agreement between the parties.
4. A copy of this resolution will be kept on file in the Office of the Clerk.

ATTEST:

PRINCETON

By: _____

By: _____

ATTEST:

**GREENBAUM, ROWE, SMITH &
DAVIS, LLP**

By: _____

By: _____



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-075

Agenda Date: 3/9/2026

Agenda #: 4.

Resolution of the Mayor and Council of Princeton Authorizing an Increase of \$4,834.98 to the Not to Exceed Amount for the Professional Services Agreement with Apruzzese, McDermott, Mastro and Murphy PC for 2025 Labor Counsel Legal Services for a New Not to Exceed Amount of \$77,833.98

WHEREAS, on December 16, 2024, the Qualified Purchasing Agent awarded a professional services agreement to Apruzzese, McDermott, Mastro and Murphy PC for 2025 Labor Counsel Legal Services for a not to exceed amount of \$35,000.00 and a term beginning on January 1, 2025, and expiring on December 31, 2025; and

WHEREAS, on July 11, 2025, the Qualified Purchasing Agent authorized an increase of \$17,999.00 for a new not to exceed amount of \$52,999.00; and

WHEREAS, by Resolution 25-338 adopted on October 8, 2025, Princeton Council authorized an increase of \$20,000.00 for a new not to exceed amount of \$72,999.00; and

WHEREAS, it is estimated that an additional \$4,834.98 will be needed for additional services, resulting in an overall not to exceed amount of \$77,833.98; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services from 01-201-20-155-279.

NOW, THEREFORE, BE IT RESOLVED by the Council of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Council, or their designee, hereby authorize the third amendment to the agreement with Apruzzese, McDermott, Mastro and Murphy PC originally authorized by the Qualified Purchasing Agent on December 16, 2024, and amended on July 11, 2025, and amended by Resolution 25-338 adopted on October 8, 2025, to increase the not to exceed amount by \$4,834.98 for a new not to exceed amount of \$77,833.98.
2. All remaining provisions of the original agreement not otherwise amended by or inconsistent herewith shall remain in full force and effect.
3. This Resolution, when countersigned by Apruzzese, McDermott, Mastro and Murphy PC, shall serve as the third amendment to the original agreement between the parties.
4. A copy of this resolution will be kept on file in the Office of the Clerk.

ATTEST:

THE MUNICIPALITY OF PRINCETON

By: _____

By: _____

ATTEST:

**APRUZZESE, MCDERMOTT,
MASTRO AND MURPHY PC**

By: _____

By: _____



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-076

Agenda Date: 3/9/2026

Agenda #: 5.

Resolution of the Mayor and Council of Princeton Authorizing the Award of an Agreement for Extraordinary Unspecifiable Services with the Center for Modern Aging Princeton for an Amount Not to Exceed \$194,850.00

WHEREAS, Princeton wishes to provide various services to senior citizens at the Suzanne Patterson Building, 101 Poor Farm Rd and various outreach locations; and

WHEREAS, said services are specialized and qualitative in nature, requiring expertise, extensive training, and proven reputation in the field of endeavor pursuant to N.J.S.A. 40A:11-2 (7) and it is not practicable to obtain additional proposals; and

WHEREAS, the Center for Modern Aging Princeton has proposed to provide said services for an amount not to exceed \$194,850.00, to be paid in quarterly installments of \$48,712.50, which may include but are not limited to:

- Information and referral services, linkage to a wide array of services;
- Counseling, consultation and support services;
- Emergency preparedness services;
- Recreational and social activities;
- Volunteer visiting and support to the home bound;
- Volunteer opportunities;
- Education and enrichment programs;
- Health promotion and screenings;
- Crosstown Transportation Service assistance;
- Management of Suzanne Patterson Building rentals;
- Collaboration with other Municipal Departments and community organizations serving older adults;
- Other services as may become necessary; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law, Princeton may award a contract for extraordinary unspecifiable services without public advertising for bids; and

WHEREAS, the Administrator, or their designee, has certified that this award meets the statutes and regulations governing the award of Extraordinary Unspecifiable Services contracts; and

WHEREAS, the Certified Financial Officer has certified that Princeton has appropriated sufficient funds for these services in account 01-201-27-331-200; and

WHEREAS, the term of this contract shall be for twelve months, from January 1, 2026, until December 31, 2026, with the option of two one-year extensions.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton, County of Mercer, State

of New Jersey, as follows:

1. The Mayor and Council, or their designee, is hereby authorized and directed to enter into an extraordinary unspecifiable services agreement with Princeton Senior Resource Center/Center for Modern Aging Princeton for Various Services for Senior Citizens for an amount not to exceed \$194,850.00 without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a)(ii).
2. The Term of this contract shall be for twelve months, from January 1, 2026, until December 31, 2026, with the option for two one-year extensions. Services provided from January 1, 2026, until the date of this resolution are hereby ratified.
3. A copy of this Resolution and contract will be kept on file in the Office of the Clerk.



MUNICIPALITY ^{of} PRINCETON

Office of the Administrator

400 Witherspoon Street

Princeton, NJ 08540

(609) 924-5176

bhvozdovic@princetonnj.gov

CERTIFICATION OF EXTRAORDINARY UNSPECIFIABLE SERVICE

To: Mayor and Council
From: Bernard P. Hvozdovic, Jr., *Municipal Administrator*
Date: March 3, 2026
Subject: **Contract for Programs and Services for Senior Citizens**

This is to request your approval of a resolution authorizing a contract to be executed as follows:

- Vendor:** Center for Modern Aging Princeton (CMAP), formerly Princeton Senior Resource Center
- Cost:** One Hundred Ninety-Four Thousand, Nine Hundred Fifty Dollars and Zero Cents (\$194,950.00), to be paid in 4 quarterly installments of \$48,712.50
- Duration:** One year (January 1, 2026, to December 31, 2026), with the option to extend for two additional one-year terms
- Purpose:** To provide various programs and services to senior citizens and their families, said services to be provided at the Suzanne Patterson Building, 101 Poor Farm Road and various other outreach locations, as more fully set forth below

The requested contract would be awarded without the receipt of formal bids as an extraordinary unspecifiable service pursuant to N.J.S.A. 40A:11-5(1)(ii) and N.J.A.C. 5:34-2.3(b). I do hereby certify to the following:

1. The services requested require the vendor to provide an array of services and programs that support the specific needs of Princeton's aging adults and their families. The vendor is to provide a comprehensive resource center where aging adults and their families can find support, guidance and educational and social programs to help navigate life transitions and continue to be active, healthy and engaged in the community.

The services are provided to empower older adults in the diverse Princeton community to make informed choices and live healthy lives. This vendor offers affordable services, programs and opportunities that support, educate and engage aging adults and their families and caregivers. This vendor provides support and guidance to people aging in place and navigating life transitions. Further, the services are to provide a dynamic place where people gather and participate in activities that promote healthy aging towards physical, cognitive, social, emotional, spiritual and vocational well-being.

This vendor's programs include but are not limited to social and recreational activities, health and fitness classes, educational and enrichment programs, retirement planning and re-

employment programs, and volunteer activities. Support and guidance services include individual and family counseling and consultations, case management, assistance with transitions through life's changes, support and wellness groups, information and referral to community services, advocacy, assistance with benefit applications, and linkage to in-home support for older adults and caregivers. Programs and services provided include the following:

- Information and referral services, linkage to community resources and services tailored to the needs of older adults
- Counseling, consultation, and support services
- Emergency preparedness
- Recreational and social activities
- Volunteer visiting and homebound support
- Volunteer opportunities
- Education and enrichment programs
- Health promotion and screenings
- Crosstown Transportation Service Management
- Facility Management of Suzanne Patterson Center
- Collaboration with other Municipal Departments and community organizations

2. The contract meets the provisions of the statute and rules because, as demonstrated in Paragraph 1 above, the services are specialized in nature requiring expertise, extensive training and proven reputation in this area. The vendor must have experience working with the clientele and providing the requisite counseling, referrals (when necessary), support and programming. The vendor must have the expertise to provide these services in a manner that appropriately meets the needs of the clientele and community as a whole.
3. The services are of such a specialized and qualitative nature that their performance cannot be reasonably described by written specifications because the vendor is to provide an array of services and programs based on the specific needs of an aging community in Princeton. The needs are constantly fluctuating, making it difficult to quantify or specify the programs and services to be provided at a given time. The services and programs are provided based on the articulated needs of the clients. For these reasons, the services cannot be reduced to detailed specifications.
4. Multiple quotations were not solicited because it was impracticable to do so.
5. I have consulted with the Municipal Attorney's Office and reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.

Sincerely,



Bernard P. Hvozdovic, Jr.
Administrator
Municipality of Princeton

C: Sandy Webb, *Chief Financial Officer*
Sarah Ocicki, *Qualified Purchasing Agent*

EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT TO PROVIDE VARIOUS SERVICES FOR SENIOR CITIZENS

THIS AGREEMENT (“Agreement” or “agreement”) by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and CENTER FOR MODERN AGING PRINCETON, 101 Poor Farm Road, Princeton, New Jersey 08540 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to engage a qualified organization to provide programming and services to senior citizens in the community at the Suzanne Patterson Building and various outreach locations; and

WHEREAS, by resolution, the Council awarded an agreement for extraordinary unspecifiable services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services.

- a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.
- b. CONSULTANT shall provide various programs and services to aging adults, said services to be provided at the Suzanne Patterson Center, 101 Poor Farm Road, and other various outreach locations. The programs and services to be provided by CONSULTANT will include, but not be limited to:
 - i. Information and referral services, linkage to a wide array of services;
 - ii. Counseling, consultation and support services;
 - iii. Emergency preparedness services;
 - iv. Recreational and social activities;
 - v. Volunteer visiting and support to the home bound;
 - vi. Volunteer opportunities;
 - vii. Education and enrichment programs;
 - viii. Health promotion and screenings;
 - ix. Crosstown Transportation Service assistance;
 - x. Management of Suzanne Patterson Building rentals;
 - xi. Collaboration with other Municipal Departments and community organizations serving older adults;
 - xii. Other services as may become necessary.
- c. CONSULTANT will work to assure that all aging adults, of diverse ethnic, socioeconomic, educational, gender identity, sexual orientation, and immigration status are provided services through this agreement.

- d. During the term of this Agreement CONSULTANT shall make no exterior or interior alterations to the Suzanne Patterson Building without the prior written approval of PRINCETON. Under this Agreement, CONSULTANT shall at all times act as an independent contractor and not as an employee of PRINCETON and shall have no authority to act as an agent or representative of PRINCETON or to enter into any financial or other contractual commitment on behalf of PRINCETON without the prior written approval of same granted in accordance with law.
- e. CONSULTANT shall provide PRINCETON with a copy of the monthly operation reports as provided to the Board of Trustees of the Princeton Senior Resource Center/Center for Modern Aging Princeton and monthly crosstown transportation reports.
- f. CONSULTANT represents that it is a non-profit corporation having received an IRS Exempt Organization Permit. CONSULTANT represents that it has sufficient expertise, extensive training, and a proven reputation for supplying such services as described herein.

2. Contract Term.

- a. This Agreement shall become effective as of January 1, 2026, and shall terminate on December 31, 2026. The term of this Agreement may be extended for up to two one-year terms, subject to the agreement of the parties and compliance with applicable provisions of the Local Public Contracts Law.
- b. The Agreement may be terminated by either party, by giving thirty (30) days prior written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed one hundred ninety-four thousand, eight hundred fifty dollars and zero cents (\$194,850.00), subject to annual budgetary appropriations. This fee shall be paid in four equal quarterly installments of \$48,712.50.
- b. This fee shall include provision of services by CONSULTANT as the administrative coordinator of usage of the Suzanne Patterson building and payment by CONSULTANT of all Suzanne Paterson building rent and utilities, custodial and maintenance care, technology support services, phones, and technical support of such infrastructure.
- c. Custodial and maintenance care services shall be consistent with existing custodial contracts and maintenance services shall be equivalent to other municipal facilities. PRINCETON's technical support services shall include voice over internet protocols (VOIP) and internet connectivity up to the jacks in the walls. VOIP support shall include programing of the VOIP system and standard phone equipment.
- d. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered during the prior month.
- e. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.

4. Conflicts of Interest.

- a. CONSULTANT represents that it is not now performing any services for any person, firm or corporation which results or might result in a conflict of interest between CONSULTANT and PRINCETON, directly or indirectly. In addition, CONSULTANT expressly agrees to refrain during the period of this Agreement from performing any services for any person, firm or corporation which results or might result in a conflict of interest between the parties, directly or indirectly. CONSULTANT agrees to disclose in writing to PRINCETON any and all such conflicts of interest which may arise, giving full particulars.

5. Confidentiality.

- a. CONSULTANT agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of PRINCETON, which consent shall not unreasonably be refused, and to both require and furnish copies to PRINCETON of an identical covenant executed by all agents, employees, or subcontractors of CONSULTANT in the rendering of the services hereunder.

6. Terms and Conditions.

- a. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement.
- b. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- c. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.

7. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONTRACTOR shall be

considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONTRACTOR's obligations under this contract.

8. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

**PRINCETON, a municipal corporation of
the State of New Jersey**

Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

WITNESS:

CENTER FOR MODERN AGING PRINCETON

By: _____

EXHIBIT A

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**



**Proposal for Professional Services
for Providing Program and Social Service Support
for the Older Adult Residents
of the Municipality of Princeton
Calendar Year 2026**

Submitted by: Center for Modern Aging Princeton (CMAP) (Formerly known as Princeton Senior Resource Center)

Address: 101 Poor Farm Road, Building B, Princeton, NJ 08540

Date: March 5, 2026

Introduction and Organizational Capacity

The Center for Modern Aging Princeton (CMAP), formerly known as the Princeton Senior Resource Center (PSRC), has been a trusted cornerstone of the Princeton community since its founding 51 years ago in 1974. Established to address the needs of older adults in Princeton, CMAP has grown into a regional leader in providing innovative programs, essential services, and opportunities for lifelong learning, health, and wellness. With a proven track record of success and deep roots in the community, CMAP possesses the infrastructure, experienced staff, and partnerships necessary to provide professional, equitable, and impactful services to aging residents of Princeton.

CMAP is uniquely positioned to deliver comprehensive programming to older adults, including underserved populations such as low- to moderate-income seniors, ethnic and racial minority seniors, and LGBTQ+ older adults. Our commitment to inclusivity ensures all individuals, regardless of ethnicity, gender identity, socioeconomic status, or immigration background, receive the support they need to age with dignity and remain active, connected members of the community.

Scope of Services

CMAP will provide a wide array of programs and services designed to enhance the quality of life for older adult residents of Princeton. These services will be delivered at the Suzanne Patterson Building (45 Stockton Street), The Nancy S. Klath Center for Lifelong Learning (101 Poor Farm Road), and various outreach locations throughout Princeton. Specific services include:

- 1. Information and Referral Services**

Linkage to community resources and services tailored to the needs of older adults.

The Center for Modern Aging Princeton
101 Poor Farm Road • Building B • Princeton, New Jersey 08540
609.751.9699



2. **Counseling, Consultation, and Support Services**
Professional social work services, including individual and group support for older adults, caregivers, and families.
3. **Emergency Preparedness**
Programs and resources to assist seniors in planning and responding to emergencies.
4. **Recreational and Social Activities**
Events and programs to reduce social isolation and foster community connections.
5. **Volunteer Visiting and Homebound Support**
Programs to address the needs of isolated seniors and offer social companionship.
6. **Volunteer Opportunities**
Meaningful opportunities for older adults to engage with the community through CMAP and other municipal and nonprofit partnerships.
7. **Education and Enrichment Programs**
Lifelong learning classes, lectures, and workshops that support intellectual engagement.
8. **Health Promotion and Screenings**
Programs to promote physical and mental wellness, including health screenings and vaccination clinics offered in partnership with Princeton Health Department.
9. **Crosstown Transportation Service Management**
Coordination of Crosstown Transportation, which provides local transportation ensuring seniors have access to essential services.
10. **Facility Management of the Suzanne Patterson Center**
Coordination of building rentals for the Suzanne Patterson Building.
11. **Collaboration with Municipal Departments and Community Organizations**
Partnerships with Princeton Health Department, Princeton Human Services, Princeton Police Department, and other municipal and community partners to ensure a holistic approach to serving older adult residents of the municipality.



Commitment to Inclusivity

CMAP is committed to serving all older adults in Princeton, regardless of ethnic, racial, socioeconomic, educational, gender identity, sexual orientation, or immigration status. Our programs are designed to promote equity, accessibility, and inclusion to reflect Princeton's diverse community.

Reporting and Accountability

To ensure transparency and alignment with municipal goals, CMAP will:

- Submit regular operating reports as requested and present to the municipal council an annual report outlining program participation and outcomes.
- Provide monthly reports on Crosstown Transportation Service usage.
- Maintain ongoing communication with Princeton to evaluate program success and adapt as needed.

Compensation

Annual Contract Amount for the Above Services: One Hundred Ninety Four Thousand Eight Hundred Fifty dollars (\$194,850.00) to be paid in quarterly installments of \$48,712.50

Additional/In-Kind Compensation (Per previous contracts):

- As administrative coordinator of building usage, the above contract shall be supplemented by rental income received from groups utilizing the center.
- In-Kind provision of The Suzanne Patterson Building (rent and utilities)
- In-Kind provision of custodial and maintenance care for the Suzanne Patterson Building (Custodial and maintenance services consistent with existing custodial contracts and maintenance services shall be equivalent to other municipal facilities)
- Municipal tech support services for VOIP and internet connectivity. (Said services shall include technical support for internet connectivity up to the jacks in the walls.)



Conclusion

The Center for Modern Aging Princeton is proud to continue its long-standing partnership with the Municipality of Princeton. By providing comprehensive services that support the physical, emotional, and social well-being of older adults, CMAP contributes to the vitality and inclusivity of the Princeton community. With decades of experience, established infrastructure, and a commitment to excellence, CMAP stands ready to meet the evolving needs of Princeton's older adult residents.

We look forward to working together to enhance the quality of life for aging adults in our community.

Contact Information

Drew A. Dyson, PhD
Chief Executive Officer
Center for Modern Aging Princeton
101 Poor Farm Road, Building B
Princeton, NJ 08540
Phone: (609) 751-0081
Email: ddyson@cmaprinceton.org

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

TERMS & CONDITIONSEXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.
FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken with out regard to age, creed, color, national origin, ancestry marital status, affectional or sexualorientation, gender identity or expression, disability, national or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-077

Agenda Date: 3/9/2026

Agenda #: 6.

Resolution of the Mayor and Council of Princeton Authorizing the Award of a Professional Services Agreement to Greenbaum, Rowe, Smith & Davis, LLP for Legal Services as 2026 Redevelopment Counsel for an Amount Not to Exceed \$235,000.00

WHEREAS, the Municipality of Princeton has a need for legal services for redevelopment counsel in 2026; and

WHEREAS, it has been determined that the value of the contract will exceed \$53,000; and

WHEREAS, Greenbaum, Rowe, Smith & Davis LLP (“GRSD”) provided a proposal for these services at an hourly rate of \$365 per hour; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law, Princeton may award a contract for professional services without public advertising for bids; and

WHEREAS, this contract is not being awarded as a “fair and open” contract as defined in N.J.S.A. 19:44A-20.7; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5., the Municipality of Princeton may award a non-fair and open contract to a business entity if, during the preceding one-year period, that business entity has not made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded; and

WHEREAS, GRSD has completed and submitted the required pay-to-play forms which certify that GRSD has not made any reportable contributions to a candidate committee in the Municipality of Princeton in the previous year, and that the contract will prohibit GRSD from making any reportable contributions through the term of the contract; and

WHEREAS, the Certified Financial Officer has certified that the Municipality of Princeton has appropriated sufficient funds for these services in account 01-201-20-155-279; and

WHEREAS, the term of this contract shall be twelve months, from January 1, 2026, until December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Council, or their designee, are hereby authorized and directed to enter into an agreement with Greenbaum, Rowe, Smith & Davis LLP for Legal Services as 2026 Redevelopment Counsel for an

amount not to exceed \$235,000 without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

2. The Term of this contract shall be for twelve months, from January 1, 2026, until December 31, 2026.
3. A copy of this Resolution, Pay-to-Play Forms, and contract will be kept on file in the Office of the Clerk.

**PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES AS
2026 REDEVELOPMENT COUNSEL**

THIS AGREEMENT (“Agreement” or “agreement”) is by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and GREENBAUM, ROWE, SMITH & DAVIS, LLP, with offices at 75 Livingston Avenue, Suite 301, Roseland, New Jersey 07068 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to obtain legal services as redevelopment counsel in 2026; and

WHEREAS, on February 3, 2026, CONSULTANT provided a written proposal to PRINCETON for purposes of performing the sought-after professional services to PRINCETON, a copy of which is attached as Exhibit B hereto; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services.

- a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.

2. Contract Term.

- a. This Agreement shall become effective as of **March 14, 2026**, and shall expire on **December 31, 2026**, unless terminated sooner pursuant to the termination provisions set forth in subsection 2b. below.
- b. The Agreement may be terminated by either party, by giving thirty (30) days advanced written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT’S services as described herein shall not exceed two hundred thirty-five thousand dollars and zero cents (\$235,000.00), subject to annual budgetary appropriations.
- b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services

rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit B. **CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.**

- c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of invoice and an audited and approved signed voucher.

4. Terms and Conditions.

- a. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- b. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement per the attached Exhibit D.

5. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if CONSULTANT receives in a calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity. It is CONSULTANT’S responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONSULTANT shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONSULTANT'S obligations under this contract.

7. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

**PRINCETON, a municipal corporation of
the State of New Jersey**

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

GREENBAUM, ROWE, SMITH & DAVIS, LLP

By: _____

By: _____
Authorized Representative

Date: _____

Date: _____

EXHIBIT A

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

Steven G. Mlenak
Co-Chair & Partner, Land Use and Redevelopment Department
75 Livingston Avenue
Suite 301
Roseland, NJ 07068
P: 732-476-2526
F: 732-476-2527
smlenak@greenbaumlaw.com

February 3, 2026

Bernard Hvozdovic Jr., Esq.
Municipal Administrator
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

**RE: Municipality of Princeton
Professional Services Agreement for 2026**

Dear Mr. Hvozdovic:

The firm would be pleased to continue providing legal services to the Municipality of Princeton with respect to redevelopment matters.

We will provide services on a blended rate for all attorneys at \$395 per hour including matters in which such fees are to be reimbursed by redevelopers in the Municipality, however for non-redevelopment matters in which there will be no reimbursement to the Municipality, we are happy to provide a courtesy, blended-rate discount of \$365 per hour. Robert Goldsmith and I will serve as primary attorneys on this matter.

We cannot guarantee the amount of time that will be required in connection with the scope of services under our representation, given the unique aspects of any redevelopment project, the specific parties and their business practices and models and the unique issues that may arise in any given redevelopment. This letter, together with the attached Terms of Engagement and Mandatory Equity Opportunity Language, will serve as the Professional Services Agreement for 2026 setting forth the terms of our representation when you sign it on the line provided at the end of this letter.

Our firm looks forward to the continued representation of the Municipality. Please read this letter carefully to make certain that you understand all the terms and provisions of this Professional Services Agreement.

If this letter meets with the Municipality's approval, please sign and return it to our office.

If you have any questions, please do not hesitate to contact me.

Sincerely,

GREENBAUM, ROWE, SMITH & DAVIS LLP

By: Steven G. Mlenak
Steven G. Mlenak

Agreed and accepted this.
_____ day of February 2026.

MUNICIPALITY OF PRINCETON

Bernard Hvozdovic Jr., Esq.
Municipal Administrator

TERMS OF ENGAGEMENT

The information below describes the terms that apply to legal services provided for you by Greenbaum, Rowe, Smith & Davis LLP. We encourage you to discuss any of these terms with us at any time. If modifications to the terms are needed, you must discuss them with us so that agreement on changes can be reached and reduced to writing. All references to "you" or "your" means the client or clients identified in our engagement letter. Individuals or entities related to or affiliated with you, such as partners, officers, directors, stockholders, parent companies, related companies, or family members, are not clients, unless we otherwise agree in writing.

Scope of Work. The scope of the work is limited to that stated in our engagement letter and any enlargement of the scope authorized by the client(s) in writing or orally. If we represent you in other matters, the terms of our engagement will remain the same for these additional matters unless changed by agreement in writing at that time.

Financial Arrangements

(1) **Fees.** Our fees are based upon the hourly rates of our attorneys and paraprofessionals in effect when the services are performed. The rates change periodically based upon economic factors, experience level and expertise of our personnel. Time charges are made for time spent on different tasks, including but not limited to conferences, telephone calls, legal research, court appearances, consultations with other attorneys, review of documentary materials, preparation and drafting of legal documents, correspondence, memoranda, and travel time.

(2) **Expenses.** Expenses include items such as filing fees, travel costs, overnight or other special mail services, messenger services, court reporter or transcription service fees, photocopies, long distance telephone, outgoing faxes, research charges (e.g., Westlaw and/or LEXIS), fees for consultants and/or experts, and special services such as document imaging. We do not charge for secretarial or word processing time. Some disbursements may be forwarded to you for direct payment, or you may be requested to enter directly into third party agreements, e.g., with a copy service. Some charges may not be recorded at the time of monthly billing and will appear on a later bill. In litigation matters, you may be asked to place moneys in our trust account for payment of court reporting fees. If experts and/or other consultants are required, you will be required to enter into separate agreement(s) to pay these persons directly, without any obligation on the part of our firm, even though such persons are engaged by our firm.

(3) **Retainers.** Provisions relating to any retainer required is set forth in the engagement letter. It is our general policy to obtain a retainer as a partial advance against anticipated legal fees and disbursements before we provide legal services. Any

required retainer must be delivered to us, absent an emergency situation, *before* the commencement of any work in the particular matter and with an executed copy of this letter. The retainer is applied against our final invoice(s) for legal services and disbursements. We do not pay interest on such funds. We will consider the continued necessity of the retainer as our services progress. Any initial or additional retainer requested in the future for this, or other matter(s) will only be an estimate and not a representation of the total amount that you will incur for legal fees and disbursements, since those amounts will largely depend upon the time we are required to expend on your legal matters. Once discovery has been completed in a litigated matter or at least ninety (90) days prior to the scheduled trial date, whichever occurs first, the firm reserves the right to require that all outstanding accounts receivables be paid and that a supplemental retainer be paid to cover a portion of the projected trial costs.

(4) **Billing and Payment.** We generally forward our invoices monthly. Statements will include brief descriptions of each work item performed, date performed, time required to do the work, expenses incurred, and the attorney or paraprofessional who performed the work. Payment is due within thirty (30) days of receipt of our statement. Payment may be made by credit card (American Express, Mastercard or Visa). We may find it necessary to terminate our representation if our invoices are not paid promptly. We do not guarantee the outcome of any matter, and payment of our fees and disbursements is not conditioned on any particular outcome. You agree that if you fail to make payment within thirty (30) days of receipt of our invoice, we reserve the right to include interest from that date at the court established rate or six (6%) per cent per annum, whichever is greater. If we bring an action to collect the amounts due to us, we shall be entitled to recover (i) the attorney fees and costs (including experts, court reporting services, etc.) incurred or generated by us (even if we represent ourselves in such an action) and (ii) interest at the court established rate or six (6%) per cent per annum, whichever is greater, from thirty (30) days after the date of each outstanding invoice. You agree that any action to collect fees or any disputes under these Terms shall be venued in the New Jersey Superior Court, Middlesex County or Essex County, subject to your right to fee arbitration under the New Jersey Rules of Court.

(5) **Security.** As security for the payment of the fees and expenses incurred on your behalf, and without prejudice to any other rights, recourse or remedies we may have, you hereby grant us a security interest in and lien upon any sum or sums that may be on deposit in our client trust and/or retainer account(s) in connection with any engagement covered by this letter. This retention does not include any litigation or threatened litigation, and any such representation will require a separate letter of retention.

(6) **Further Actions.** If we are required to testify, produce documents, or respond to other requests in connection with proceedings that relate to our current or

prior representation of you (not related to any fee disputes), you will pay us our reasonable fees and costs incurred for such testimony, production and/or response.

Conflicts of Interest. Recognizing and addressing conflicts of interest is a continuing issue for attorneys and clients. We have implemented procedures to identify conflicts at the outset of each engagement. It is possible that during our representation some of our present or future clients will have disputes or transactions with you. We are accepting this engagement with your understanding and express consent that our relationship with you will not preclude us from continuing or accepting an engagement from a new or existing client so long as such engagement does not violate the New Jersey Rules of Professional Conduct established by the Supreme Court of New Jersey. However, we will not accept an engagement that is directly adverse to you if: (1) it would be substantially related to the subject matter of our representation, (2) we have obtained from you confidential information of a nonpublic nature that, if known to our other client, could be used in any such other matter by such client to your material disadvantage and is contrary to the Rules of Professional Conduct, or (3) it involves an action against you or by you and we continue to represent you. You should understand that having similar agreements with other clients helps preserve our ability to continue to represent you. Under certain circumstances, as required by the Rules of Professional Conduct, we may ask your consent to represent an adverse party after full disclosure.

Conclusion of Representation. Our representation of you will terminate when we send you our final statement for services rendered in this matter. We may also terminate our representation consistent with the Rules of Professional Conduct, including conflicts of interest or your failure to pay our fees and expenses. We reserve the right to seek to terminate our representation in any matter if our invoices are not paid in a reasonably prompt manner. By engaging this firm, you are agreeing, where appropriate, to the execution and filing of a consent to withdrawal from representation and a "Substitution of Attorney." Following termination, any nonpublic information that you have supplied and that we retain will be kept confidential in accordance with the applicable Rules of Professional Conduct. Once our representation is concluded, we will not be obligated to take any steps such as keeping track of deadlines, filing papers, pursuing appeals, or monitoring or advising you about changes in the law or circumstances that might bear upon the concluded matter. At your request, your papers and property will be returned promptly upon receipt of payment in full for outstanding fees and costs. The firm will retain our own files pertaining to the matter for the period required by the Rules of Court. All internal communications, drafts and notes are strictly the property of the firm and not yours. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement and notice to you, but in no event less than sixty (60) days.

No Warranty or Guaranty. We cannot give and disclaim giving any warranty or guarantee that any matter(s) with respect to which you engage us will result in a particular outcome. Furthermore, we cannot make any representation as to the total amount which you will incur for legal fees and disbursements, since those amounts for the most part depend upon time and efforts which we are required to expend on your matter(s). It is, therefore, important for you to understand that if at any time we should give estimates as to anticipated legal fees or disbursements, they are only estimates and not fixed fees, unless explicitly stated as such.

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

TERMS & CONDITIONSEXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.
FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken with out regard to age, creed, color, national origin, ancestry marital status, affectional or sexualorientation, gender identity or expression, disability, national or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-078

Agenda Date: 3/9/2026

Agenda #: 7.

Resolution of the Mayor and Council of Princeton Authorizing a One-Year Extension to the Contract with US Athletic Fields, Inc. for Mowing for an Amount Not to Exceed \$117,781.73

WHEREAS, on March 24, 2025, the Municipality of Princeton (“Princeton”) passed Resolution 25-117 awarding a bid contract to US Athletic Fields, Inc. for Mowing for an amount not to exceed \$96,009.00; and

WHEREAS, by Resolution 25-148 adopted on April 14, 2025, Princeton Council amended the contract to include mowing service at an additional property, resulting in a new amount not to exceed \$114,909.00; and

WHEREAS, pursuant to the Bid Specifications and Agreement between Princeton and US Athletic Fields, Inc., the initial term of the contract was twelve months from March 24, 2025, until March 23, 2026, with the option of two (2) one (1)-year extensions; and

WHEREAS, US Athletic Fields, Inc. has been performing the services in an effective and efficient manner; and

WHEREAS, the Agreement, as extended for the first one (1) year term, shall be for an amount not to exceed \$117,781.73, which is an increase of 2.5% above the rate for the previous twelve-month period, and which increase does not exceed the change in index rate pursuant to N.J.S.A. 40A:11-15; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available in budget accounts 01-201-28-375-273 (Park Maintenance-Other Contractual Services) and 01-201-20-111-298 (Westminster Property.)

NOW, THEREFORE, BE IT RESOLVED by the Council of Princeton, County of Mercer, State of New Jersey, as follows:

1. The current contract between Princeton and US Athletic Fields, Inc. for Mowing is hereby extended for one year from March 24, 2026, through March 23, 2027.
2. The contract amount for the additional term shall not exceed \$117,781.73.
3. All other remaining provisions of the March 24, 2025, agreement between Princeton and US Athletic Fields, Inc. not inconsistent herewith shall remain the same.
4. The “Whereas” clauses are incorporated herein as if fully restated.
5. This Resolution, when countersigned by US Athletic Fields, Inc., shall serve as the first extension to the original March 24, 2025, Agreement.

ATTEST:

PRINCETON

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
By: Mark Freda, Mayor

WITNESS:

U.S. ATHLETIC FIELDS, INC.

By: _____
Witness

By: _____
Authorized Representative



Municipality of Princeton

380 Witherspoon Street
Princeton, NJ 08540-3496

Department of Recreation
609-921-9480
www.princetonrecreation.com

JOSEPH MARROLLI
Assistant Director
jmarrolli@princetonnj.gov

MEMORANDUM

TO: Bernie Hvozdovic, Administrator

FROM: Joseph Marrolli, Assistant Recreation Director

DATE: February 20, 2026

RE: **Princeton 2026 Mowing Contract Extension Recommendation**

On March 24, 2025, Princeton awarded a contract to US Athletic Fields, Inc. for \$96,009.00 for the 2025 season for mowing and trimming services of specified grass areas the following locations: Farmview Fields, Greenway Meadows Park, Community Park North, Mountain Lakes Lower Earthern Dam, Marquand Park, Turning Basin, Monument Hall Municipal Complex, Hilltop Park, Smoyer Park, Harrison St Park, Quarry Park, SOC-River Rd Site and Fieldwood/Griggs.

In April of last year, US Athletic provided an additional quote of \$18,900 for mowing the Westminster Choir College property. This means the total amount of the mowing contract from 2025 totaled \$114,909.

Under the contract, its term may be extended by the parties for up to two, one-year terms, subject to compliance with the provisions of N.J.S.A. 40A:11-15 (which requires that the contract extension be awarded by resolution of the council upon a finding by the council that the services are being performed in an effective and efficient manner) and the availability and appropriation of sufficient funds to meet the extended obligation.

At this time, the Recreation Department recommends that its contract with US Athletic Fields, Inc. be extended for an additional year to cover services for the 2026 season. The Recreation Department is satisfied with US Athletic Field, Inc.'s performance of services and its compliance with the contract requirements.

We have consulted with the Municipal Attorney's office and have been advised that, pursuant to the applicable law, Princeton may increase the contract amount subject to the extension not to exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at this time. The current index rate is 2.5%. The Recreation Department,

in consultation with the Finance Department, recommends that the contract amount be increased by 2.5% for 2026, as it is reasonable based on the services involved.

Based on the above, the total not to exceed contract amount for these services for 2026 would be \$ \$117,781.73

We respectfully request that the Council approve the enclosed resolution for the purpose of extending the contract for 2026.

Please contact either myself, Joseph Marrolli, Assistant Director of Recreation, or Evan Moorhead, Executive Director of Recreation, if you have any questions.

Joseph Marrolli

Joseph Marrolli, Assistant Recreation Director

Attachments

c: Jeff Grosser, Deputy Administrator
 Evan Moorhead, Executive Director of Recreation
 Dawn Mount, Municipal Clerk
 Sandra Webb, CFO
 Trishka Waterbury Cecil, Municipal Attorney



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-079

Agenda Date: 3/9/2026

Agenda #: 8.

Resolution of the Mayor and Council of Princeton Authorizing a One-Year Extension to the Contract with U.S. Athletic Fields, Inc. for Turf Management Services for an Amount Not to Exceed \$26,590.01

WHEREAS, on March 24, 2025, the Municipality of Princeton (“Princeton”) passed Resolution 25-118 awarding a bid contract to U.S. Athletic Fields, Inc. for Turf Management Services for an amount not to exceed \$19,930.66; and

WHEREAS, by Resolution 25-149 adopted on April 14, 2025, Princeton amended the contract to include turf management services at an additional property, resulting in a new amount not to exceed \$21,386.27; and

WHEREAS, by Resolution 25-289 adopted on August 25, 2025, Princeton amended the contract to include additional treatments, resulting in a new amount not to exceed \$25,941.47; and

WHEREAS, pursuant to the Bid Specifications and Agreement between Princeton and US Athletic Fields, Inc., the initial term of the contract was twelve months from March 24, 2025, until March 23, 2026, with the option of two (2) one (1)-year extensions; and

WHEREAS, the Agreement, as extended for the first one (1) year term, shall be for an amount not to exceed \$26,590.01, which is an increase of 2.5% above the rate for the previous twelve-month period, and which increase does not exceed the change in index rate pursuant to N.J.S.A. 40A:11-15; and

WHEREAS, U.S. Athletic Fields has been performing the services under the Agreement in an effective and efficient manner; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available in budget accounts 01-201-28-375-273 (Park Maintenance-Other Contractual Services) and 01-201-20-111-298 (Westminster Property.)

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The current contract between Princeton and US Athletic Fields, Inc. for Turf Management is hereby extended for one year from March 24, 2026, through March 23, 2027.
2. The contract amount for the additional term shall not exceed \$26,590.01.
3. All other remaining provisions of the March 24, 2025, agreement between Princeton and US Athletic Fields, Inc. not inconsistent herewith shall remain the same.

4. The “Whereas” clauses are incorporated herein as if fully restated.
5. This Resolution, when countersigned by US Athletic Fields, Inc., shall serve as the first extension to the original March 24, 2025, Agreement.

ATTEST:

PRINCETON

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
By: Mark Freda, Mayor

WITNESS:

U.S. ATHLETIC FIELDS, INC.

By: _____
Witness

By: _____
Authorized Representative



Municipality of Princeton

380 Witherspoon Street
Princeton, NJ 08540-3496

Department of Recreation
609-921-9480
www.princetonrecreation.com

JOSEPH MARROLLI
Assistant Director

jmarrolli@princetonnj.gov

MEMORANDUM

TO: Bernie Hvozdovic, Administrator

FROM: Joseph Marrolli, Assistant Recreation Director

DATE: February 24, 2026

RE: **Princeton 2026 Turf Management Contract Extension Recommendation**

On March 24, 2025, Princeton awarded a contract to US Athletic Fields, Inc. for \$19,930.66 for the 2025 season for turf management services of specified grass areas at Community Park South, Farmview Fields, Greenway Meadows, Grover Park, Hilltop Park, Witherspoon St Municipal Complex, Monument Hall Municipal Complex and Smoyer Park.

In addition, the bidding documents solicited prices for the provision of additional services on an as-needed and as-directed basis, and specifically, (a) the completion of spot treatment for weed control, insect and grub control and disease control. Prices were solicited for this type of treatment on a per acre basis, and for up to 40 acres per type of treatment. This bidder proposed (a) \$4,555.20 for up to 40 acres. The total not to exceed amount would be up to \$4,555.20 for these additional services.

Under the contract, its term may be extended by the parties for up to two one-year terms subject to compliance with the provisions of N.J.S.A. 40A:11-15 (which requires that the contract extension be awarded by resolution of the council upon a finding by the council that the services are being performed in an effective and efficient manner) and the availability and appropriation of sufficient funds to meet the extended obligation.

At this time, the Recreation Department recommends that its contract with US Athletic Fields, Inc. be extended for an additional year to cover services for the 2026 season. The Recreation Department is satisfied with US Athletic Field, Inc.'s performance of services and its compliance with the contract requirements.

We have consulted with the Municipal Attorney's office and have been advised that, pursuant to the applicable law, Princeton may increase the contract amount subject to the extension not to exceed the change in the index rate for the 12 months preceding the most recent quarterly

calculation available at this time. The current rate is 2.5%. The Recreation Department, in consultation with the Finance Department, recommends that the contract amount be increased by 2.5% for 2026, as it is reasonable based on the services involved.

Based on the above, the total not to exceed contract amount for these services for 2026 would be \$25,941.47. This includes two (2) turf management applications for \$1,455.61 for the West Minster Choir College property.

Please contact either myself, Joseph Marrolli, Assistant Director of Recreation, or Evan Moorhead, Executive Director of Recreation, if you have any questions.

Joseph Marrolli

Joseph Marrolli, Assistant Recreation Director

Attachments

c: Jeff Grosser, Deputy Administrator
 Evan Moorhead, Executive Director of Recreation
 Dawn Mount, Municipal Clerk
 Sandra Webb, CFO
 Trishka Waterbury Cecil, Municipal Attorney



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-080

Agenda Date: 3/9/2026

Agenda #: 9.

Resolution of the Mayor and Council of Princeton Approving the 2025 through 2029 Collective Bargaining Agreement with Princeton Policemen's Benevolent Association, Inc., PBA Local 130

WHEREAS, there is a need for the Municipality of Princeton and Policemen's Benevolent Association, Inc., Local 130 to enter into a Collective Bargaining Agreement; and

WHEREAS, the parties entered into negotiation and as such an agreement was made for the period of January 1, 2025 through December 31, 2029.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Municipality of Princeton that the Mayor and Clerk are hereby authorized and directed to execute an Agreement with PBA Local 130 substantially in the form attached hereto.

AGREEMENT

By and Between the

MUNICIPALITY OF PRINCETON

And

PBA LOCAL 130, PRINCETON

January 1, 2025 through December 31, 2029

TABLE OF CONTENTS

Article	Page
Preamble.....	2
I Recognition and Bargaining Unit.....	3
II Annual Salaries and Longevity.....	5
III Normal Work Week.....	8
IV Compensation for Overtime.....	11
V Holidays.....	16
VI Funeral and Bereavement Leave.....	18
VII Vacations.....	19
VIII PBA Conventions and PBA Days.....	20
IX Uniforms - Dry Cleaning.....	21
X Hospital and Medical Insurance.....	22
XI Unreimbursed Medical Expenses.....	26
XII Sick Leave and Family Leave.....	27
XIII Terminal Leave.....	29
XIV In-Service Training.....	31
XV Public Liability Insurance Coverage.....	33
XVI Defense of Certain Legal Proceedings.....	34
XVII Grievance Procedure.....	35
XVIII Lieutenants.....	37
XIX Captain.....	39
XX Term of the Agreement.....	40
XXI Negotiation of Modifications.....	41

PREAMBLE

THIS AGREEMENT, made this _____ day of _____ 2026, by and between:

THE MUNICIPALITY OF PRINCETON, a Municipal Corporation in the County of Mercer, State of New Jersey (hereinafter referred to as “Princeton” or “Municipality”), and

NEW JERSEY STATE POLICEMEN’S BENEVOLENT ASSOCIATION, INC., LOCAL #130 (hereinafter referred to as the “PBA” or “Bargaining Unit”).

WITNESSETH THAT:

WHEREAS, the parties have conducted collective bargaining negotiations concerning wages, benefits and certain other conditions of employment of the Patrol Officers, Detectives, Corporals, Sergeants, Lieutenants and Captains, who are regular members of the Police Department of the Municipality of Princeton; and

WHEREAS, the parties have agreed upon certain salaries, terms and conditions of employment and are desirous of reducing such agreement to writing;

NOW, THEREFORE, in consideration of the premises and mutual covenants, terms and conditions hereinafter set forth, it is agreed as follows:

ARTICLE I
RECOGNITION AND BARGAINING UNIT

- (a) The PBA recognizes the Municipality as possessing statutory powers to establish a police department and force and provide for the maintenance, regulation and control thereof, to appoint such members, officers and personnel as it shall deem necessary, determine their terms of office, fix their compensation and prescribe their powers, functions and duties and adopt and promulgate rules and regulations for the government of the department and force and for the discipline of its members.

- (b) The Municipality recognizes the PBA as the sole and exclusive bargaining agent for all Patrol Officers, Detectives, Corporals, Sergeants, Lieutenants and Captains who are regular members of the Police Department of the Municipality of Princeton, Mercer County, New Jersey.

- (c) To facilitate the administration of this agreement, the PBA will designate one member of the bargaining unit as its representative and one member of the bargaining unit as its alternate representative for service of all notices and communications hereunder, and will notify the Municipality of their names and addresses. The designated representative (or in his/her absence, the alternative representative or PBA designee) shall be responsible for conducting all PBA grievances under Article XVII, and if requested by individual members will assist in individual grievances. Participation by the designated representative in the formal grievance procedure under Article XVII Section (a) will not result in loss of pay.

- (d) Proposed new rules governing terms and conditions of employment shall be negotiated with the PBA before they are officially adopted. The Municipality will provide the PBA with a copy of any proposed new rules or modification of existing rules at least thirty (30) days prior to implementation. If the PBA desires to negotiate concerning the proposed rules, it shall give notice to the Municipality of its intention prior to the effective date.

- (e) **Except as modified by the terms of this Agreement,** Princeton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but limiting the generality of the foregoing, the following rights:

The executive management and administrative control of the Government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may, from time to time, be determined by the municipality.

To make rules of procedures and conduct, to use improved methods and equipment, to determine work schedule and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for and/or the effective operation of the Department after a minimum of thirty (30) calendar days advance notice thereof to the PBA and to employees, except nothing herein shall be interpreted as a waiver of the PBA's right to negotiate over changes in rules and regulations that affect terms and conditions of employment according to applicable law.

To Hire all employees, and subject to the provision of law, to determine their qualification and conditions of continued employment, assignment, and to promote and transfer employees, except as otherwise limited by this Agreement.

ARTICLE II
ANNUAL SALARIES & LONGEVITY

A. Annual Base salary

1. Any officer hired prior to January 1, 2013 shall be subject to the following pay scale-

Year	2025	2026	2027	2028	2029
Salary	\$134,882	\$139,940	\$145,538	\$151,359	\$157,414

2. Any employee elevated to the rank of **Corporal** shall be subject to the following pay scale-

Corporals	2025	2026	2027	2028	2029
Salary	\$143,913	\$149,309	\$155,282	\$161,493	\$167,953

3. Any employee elevated to the rank of **Sergeant** shall be subject to the following pay scale-

Sergeants	2025	2026	2027	2028	2029
Year 1	\$148,327	\$153,889	\$160,045	\$166,446	\$173,104
Year 2	\$150,402	\$156,042	\$162,284	\$168,775	\$175,526
Year 3	\$152,472	\$158,190	\$164,517	\$171,098	\$177,942
Year 4	\$154,544	\$160,339	\$166,753	\$173,423	\$180,360
Top Salary	\$156,617	\$162,490	\$168,990	\$175,750	\$182,779

4. Any officer hired between January 1, 2013 and August 31st, 2025 shall be subject to the following pay scale-

	2025	2026	2027	2028	2029
Academy	\$67,008	\$68,348	\$69,715	\$71,109	\$72,531
Balance of 1st Year	\$74,760	\$76,255	\$77,780	\$79,336	\$80,922
YEAR 2	\$86,805	\$88,541	\$90,312	\$92,118	\$93,950
YEAR 3	\$90,997	\$92,817	\$94,673	\$96,567	\$98,498
YEAR 4	\$95,188	\$97,092	\$99,034	\$101,015	\$103,035
YEAR 5	\$99,378	\$101,366	\$103,393	\$105,461	\$107,571
YEAR 6	\$103,568	\$105,639	\$107,752	\$109,907	\$112,105
YEAR 7	\$107,761	\$109,916	\$112,114	\$114,357	\$116,644
YEAR 8	\$111,950	\$114,189	\$116,473	\$118,802	\$121,178
YEAR 9	\$116,139	\$118,462	\$120,831	\$123,248	\$125,713
YEAR 10	\$120,332	\$122,739	\$125,193	\$127,698	\$130,252
YEAR 11	\$124,522	\$127,012	\$129,552	\$132,143	\$134,786
YEAR 12	\$128,372	\$130,940	\$133,558	\$136,229	\$138,954
YEAR 13	\$134,882	\$139,940	\$145,538	\$151,359	\$157,414

5. Any officer hired between September 1, 2025 and December 31, 2029 shall be subject to the following pay scale-

	2025	2026	2027	2028	2029
Academy/YEAR 1	\$65,694	\$65,694	\$65,694	\$65,694	\$65,694
YEAR 2	\$73,294	\$73,294	\$73,294	\$73,294	\$73,294
YEAR 3	\$85,103	\$85,103	\$85,103	\$85,103	\$85,103
YEAR 4	\$89,213	\$89,213	\$89,213	\$89,213	\$89,213
YEAR 5	\$93,322	\$93,322	\$93,322	\$93,322	\$93,322
YEAR 6	\$97,430	\$97,430	\$97,430	\$97,430	\$97,430
YEAR 7	\$101,537	\$101,537	\$101,537	\$101,537	\$101,537
YEAR 8	\$105,648	\$105,648	\$105,648	\$105,648	\$105,648
YEAR 9	\$109,755	\$109,755	\$109,755	\$109,755	\$109,755
YEAR 10	\$113,862	\$113,862	\$113,862	\$113,862	\$113,862
YEAR 11	\$117,973	\$117,973	\$117,973	\$117,973	\$117,973
YEAR 12	\$122,080	\$122,080	\$122,080	\$122,080	\$122,080
YEAR 13	\$125,855	\$125,855	\$125,855	\$125,855	\$125,855
YEAR 14	\$134,882	\$139,940	\$145,538	\$151,359	\$157,414

6. All salaries set forth in this provision and in Articles XVIII and XIX are retroactive to January 1, 2025.

B. Longevity

1. The annual salary of each officer in the bargaining unit who has been continuously in the employment of The Princeton Township, Princeton Borough, or the Princeton Police Departments or any combination thereof, and hired prior to January 1, 2013, shall be increased by a longevity increment as follows:

YEARS OF CONTINUOUS SERVICE, LONGEVITY INCREMENT

After 5 years of service	1% of base pay
After 8 years of service	2% of base pay
After 10 years of service	3% of base pay
After 15 years of service	4% of base pay
After 20 years of service	5% of base pay
After 24 years of service	6% of base pay

2. Longevity increments shall be paid as part of base salary and take effect upon the anniversary of employment. Longevity payments will be made to officers in equal installments with the regular payroll cycle and shall be subject to pension contributions.
3. Any officer hired after January 1, 2013 shall not be entitled to a longevity increment.

C. Hiring Certified Officers with Previous Work Experience

- a. The Chief of Police shall be permitted, with the approval from the Business Administrator and the governing body, to start a certified officer with previous law enforcement experience at a pay rate commensurate with their experience. This pay rate shall not exceed YEAR 4 of the salary guide for new hires.

ARTICLE III
NORMAL WORK WEEK

A. The term “regular hourly rate” as used in this contract shall mean the quotient resulting from the division of the annual base specified salary in section (a) Article II by the divisor 2080 (52x 40).

B. The normal work week for all police officers is forty (40) hours per week.

C. Patrol Bureau Schedule

The normal work day for all police officers assigned to patrol duties in the Patrol Bureau is twelve (12) hours per day and the Patrol Bureau schedule will be a 2 on/2 off - 3 on/2 off - 2 on/3 off schedule, which is commonly referred to as the “Pitman Schedule.” For police officers assigned to the Patrol Bureau, normal working hours shall consist of a twenty-eight (28) day duty cycle, during which the officer assigned to shift duty shall work fourteen (14) normal days and be off for fourteen (14) days.

D. Compensatory Time

1. Each officer assigned to a 28 day cycle per year (13.04 cycles per year) of shift duty shall be entitled to one hundred ten (110) hours of compensatory time per year in order that the shift work be equivalent to that which would have been worked in a forty (40) hour work week year.
2. It is understood that officers will be provided with training during normal work hours, and if no training time can be provided during an officer’s normal work hours, and officers are required to attend training beyond their normal weekly work schedule, then officers shall be compensated accordingly in the form of compensatory time, at a rate of 1.5 hours for every hour, which shall be immediately added to their time bank.
3. Any officer transferred to the 28 day duty cycle of shift duty from another bureau within the police department shall immediately receive compensatory time provided on a prorated basis.
4. Any officer designated as a K-9 Handler shall be compensated for the appropriate care and maintenance of the police canine while off-duty, in accordance with the provisions set forth in the Fair Labor Standards Act (commonly referred to as the “Garcia Act”). A separate written agreement will be executed by the officer assigned to be a K-9

officer, the PBA and the Municipality, confirming the agreed upon terms for K-9 duties outside of the regular shift.

E. On-Call/Standby Time

1. There shall be an on-call officer assigned to each twelve (12) hour patrol shift. On-call shall be in accordance with Departmental General Orders. It is understood that the officer listed on-call shall remain on-call for the entire patrol shift. Each Patrol Officer and Corporal assigned to the Patrol Bureau and who is assigned to the on-call rotation shall receive an additional thirty-six (36) hours of compensatory time.
2. Sergeants assigned to the Patrol Bureau will not be provided with the thirty-six (36) hours of compensatory time, because they will not be placed in the on-call rotation.
3. Officers will be given the one hundred ten (110) hours of compensatory time and the thirty six (36) hours of on-call time, provided in the form of compensatory time, for a total of one hundred forty six (146) hours of compensatory time. Officers shall receive the one hundred forty six (146) hours of compensatory time at the beginning of each calendar year (January 1st).

F. Carry Over Time

Officers will be permitted to carry over a total off forty-eight (48) hours of any combination of unused time off, excluding personal time, to the following calendar year. The time off that was carried over from the previous year will be converted to "Carry-Over Time" and be classified as such in the POSS Scheduling System. It is understood that the officer must use the Carry-Over Time within the following year. Any unused Carry-Over Time that is not used by the end of the calendar year will be forfeited. Officers may be permitted to carry over up to an additional twenty (20) hours of unused time into the next year, as authorized by the Chief, when the Officer can demonstrate unique circumstances as to why they were unable to use their accrued leave time within the calendar year. The Chief's decision to allow or not allow additional carryover of time will not be subject to the parties' grievance procedure.

G. In-Service Training

Each officer who attends training on a regularly scheduled work day, shall be credited for a full day's work whenever attending a training session of four (4) hours or more in duration (including travel time). On those regularly scheduled work days when an officer

attends a training session that is scheduled for less than four (4) hours, the officer will be required to return to work and complete his/her shift. Officers attending trainings, or schools greater than two (2) weeks will not receive any additional compensation or compensatory time for attending school on their days off (ie: officers will be assigned off on their respective "scheduled work days" in order to attend the training, thus equaling the hour for hour compensation in order to attend the training/class in question)

I. Schedule Changes

The Chief of Police or other officer in charge of the Police Department is empowered to make changes in the schedules of assigned duties of all police officers whenever necessary, provided that any officer whose schedule is changed shall receive at least eighty-four (84) hours notice before said change is implemented. This eighty four (84) hours requirement does not apply to Detectives and Specialty Unit officers whose schedules are changed based upon workload and other mitigating factors, which are changes caused by situations occurring beyond the normal control of the police department, and can include manpower shortages created by sickness and/or long term illness/absence. In the event of manpower shortage created by sickness, then the on-call officer shall be responsible for covering a minimum of four (4) hours of the shift during which the unanticipated shortage occurs. Detectives and Specialty Unit officers may be utilized to cover the remaining 8 hours of an unexpected absence (occurring with less than 48 hours notice) based on availability. In the event of a known/advanced shortage, long term illness/absence or manpower shortage created by an administrative assignment, the Detectives and Specialty Unit officers may have their schedules changed to cover and accommodate such instances provided it is with at least forty eight (48) hours notice. If, by reason of schedule changes, it becomes necessary to summon to duty or to keep on duty officers of the department other than during their regularly scheduled duty assignments, they shall be compensated for all duty performed above and beyond the normal work day by extra duty pay as set forth in Article IV, Section A & E.

ARTICLE IV

COMPENSATION FOR OVERTIME

A. Overtime Pay

Police Officers who incur additional duty beyond the normal hours of employment shall receive time and one-half pay which shall be calculated at an hourly rate equal to one and one-half (1½) times the officer's regular hourly rate.

B. Court Time

1. Appearances as a witness (other than during the officer's regular scheduled duty assignment) before any municipal, county, state or federal court or the New Jersey Division of Motor Vehicles on behalf of the Princeton Police Department or appearances as a witness pursuant to a subpoena of any court or agency to give testimony arising out of the employment of a police officer by Princeton Police Department, will entitle the officer to a minimum of two (2) hours overtime pay.
2. Any officer who is a plaintiff in legal proceedings against the Municipality of Princeton, may be provided time off during any regularly scheduled work days without pay or by using leave time to attend any required proceedings. Any officer who is a witness or defendant in a legal proceeding against the municipality shall be entitled to the overtime as outlined in section 1 above.

C. Remaining on Duty

Police Officers who are required to remain on duty at the end of their scheduled duty assignments shall be compensated for such services by overtime pay as defined in section A above.

D. Call Back Time

1. Officers assigned to the Patrol Bureau, and to a rotating work schedule as defined in Article III(C), who are subject to being "on-call" shall be compensated at an hourly rate equal to two (2) times their normal hourly rate on those occasions that they are

posted “on-call” and are then recalled to duty. No more than one Officer shall be assigned to be “on call” at any given time.

2. If the officer listed “on-call” is recalled to duty, then that officer may seek a replacement that is willing to cover the vacated shift. That replacement officer will have the same opportunity for compensation, at a rate equal to two (2) times their normal hourly rate, for covering the shift. It will be the responsibility of the original officer listed on-call to notify the OIC of the affected shift of the potential replacement, and to have that officer entered into the POSS Scheduling System to be reflected accordingly.
3. Any officer ordered in for a Patrol Bureau manpower shortage after the “on-call” officer has been utilized, shall be compensated an hourly rate equal to two (2) times his or her normal hourly rate on those occasions when recalled to duty.
4. Any officer who has been recalled to duty shall be paid for a minimum of four (4) hours.
5. Those officers who serve on the Serious Accident Response Team (SART) and are called into duty as a result of a serious motor vehicle collision requiring advanced traffic control and/or specialized accident investigation shall be entitled to an hourly rate equal to two (2) times their normal hourly rate.
6. Sergeants who are recalled to duty in order to fill a vacancy caused by the absence of another Sergeant shall be entitled to an hourly rate equal to two (2) times their normal hourly rate.
7. If the Chief of Police or his designee creates/implements a policy limiting how many times in a calendar year an officer may successfully locate a replacement, it shall not be any less than four (4) times per officer.

E. Extra Duty Pay

1. All officers in the bargaining unit shall be compensated for the services such officers agree to provide to individuals, groups, clubs, institutions and others, for which payment is made to the Municipality by those receiving the service, and which service the Municipality is not expected or obligated to provide as a normal police function

(e.g., traffic duty at private parties, club dances, security duties, police duty at athletic and cultural events at Princeton University and other educational institutions, etc.).

2. Private parties are required to cancel extra duty assignments no less than six (6) hours prior to the time such assignments were to begin. In the case of any cancellation between six (6) hours and three (3) hours prior to the start time for the assignment, the scheduled officer shall receive two (2) hours pay by the canceling private party, regardless of whether they have arrived on location to police headquarters or the geographic location specified by the assignment. . In the case of any cancellation less than three (3) hours prior to the start time for the assignment, the scheduled officer shall receive four (4) hours pay by the canceling private party, regardless of whether they have arrived on location to police headquarters or the geographic location specified by the assignment.
3. Officers working an extra duty assignment shall receive a minimum of four (4) hours pay, regardless if the extra duty assignment is completed in less time.

F. Civil Disturbances

Whenever a civil emergency is found and proclaimed to exist by the Chief of Police, Princeton Emergency Services OEM, or the Municipality of Princeton, the Chief of Police and/or their designee shall prepare and post a list of all officers of the Department summoned to emergency duty. All officers of the Department named on the list shall be entitled to receive extra duty pay for time on duty beyond the normal work day or beyond the normal work week. All officers of the Department called back from off-duty status shall be paid for a minimum of four (4) hours at the extra duty rate.

G. Overtime Payments

Overtime payments for overtime, extra duty and extra work shall be made on the pay date following the recording of the overtime compensation voucher in the Payroll Office. Payment shall not exceed two (2) additional pay periods beyond the date in which it was submitted upon completion of the overtime job.

H. Sell Back Time

Officers of the bargaining unit shall be entitled to “sell back” to the Municipality up to one hundred-four (104) hours of unused holiday time per calendar year. To receive payment the officer must submit a voucher to the Payroll Office at any time during the year. The officer shall be paid the officer’s straight time hourly rate for any time sold back to the Municipality.

I. Out of Rank Assignment

1. When any officer is assigned by the Chief of Police or their designee in an acting capacity to perform work of a higher rank, the officer so assigned in an acting capacity shall be paid at the higher rate of pay beginning on the 1st hour of the 1st calendar day he/she is so assigned in an acting capacity, and again each and every time thereafter that the officer acts in that higher rank. Higher pay shall be determined by Article II (A) as defined above, based on the particular assignment made by the Chief of Police.
2. An “Officer-In-Charge” will be entitled to Corporal pay only when there is no Patrol Sergeant working on the shift, as well as no Patrol Corporal working on the shift, to be eligible for pay under “out of rank assignment.”
3. When any officer, holding the rank of Sergeant, is assigned by the Chief of Police or their designee to serve in an acting capacity to perform the duties of a Lieutenant, then that officer shall be entitled to higher pay, specifically the pay rate for Lieutenant, as defined under Article XVII(A).
4. When any officer, holding the rank of Lieutenant, is assigned by the Chief of Police or their designee to serve in an acting capacity to perform the duties of a Captain, then that officer shall be entitled to higher pay, specifically the pay rate for Captain, as defined under Article XVIII(A).

J. Field Training Officer (FTO)

1. A Field Training Officer is any Certified Field Training Officer or an officer who has been assigned by the Chief of Police whose duties will be to directly supervise and train probationary Police Officers while in their field training period.

2. When any officer is called upon to serve as a Field Training Officer, the officer shall be compensated with a stipend of \$250.00 when the officer accumulates forty eight (48) hours of FTO training time.
3. Any Certified FTO or officer appointed by the Chief of Police as an authorized FTO, who is scheduled to a 12 hour work shift, shall be compensated at a prorated stipend if they accrue a minimum of 12 hours and a maximum of 47 hours of FTO training time
4. All FTO's are responsible for tracking and documenting the hours during which they supervise and train probationary Police Officers. Upon the completion of the training process (trainee is released from FTO) the total amount of hours will be submitted once by each officer who served as an FTO for the probationary officer.

K. Physical Testing Stipend

1. Each officer shall be subject to completion of physical fitness testing twice per calendar year unless the officer is medically excused from part or all of the testing.
2. Any officer who successfully passes all physical fitness standards on any given test during a calendar year shall be paid a \$450.00 lump sum bonus.
3. Payment shall be made no later than the second pay period following completion of the test.
4. The Physical Fitness Test employed by the Police Department as a means for evaluating the fitness level for all officers will be the Cooper Institute Physical Fitness Standards for Public Safety Work.

L. Specialty Pay

Each officer assigned to the position and duty of Detective shall receive an additional allowance of \$2,400 per year for as long as such assignment continues. Specialty pay compensation shall be paid as part of the regular paycheck. If an officer is transferred to the Detective Bureau at any point during the calendar year, then that officer shall receive a prorated portion of the specialty pay.

ARTICLE V
HOLIDAYS AND PERSONAL LEAVE

A. Legal Holidays

Each officer of the bargaining unit shall be entitled to receive one hundred four (104) hours of paid holiday time during any calendar year as days off scheduled and approved by the Chief of Police or his/her designee. Officers shall be provided with one hundred four (104) hours of holiday time at the beginning of the calendar year (January 1st).

B. Additional Holidays

1. The Municipality agrees that if any additional paid holidays are granted to other employees of the Municipality, than all officers covered by this Agreement will also be granted an equal number of additional paid holidays in accordance with section (A) above.
2. In the event that municipal offices are closed as a result of inclement weather (hurricane, flooding or snowstorm), local/national emergency or other event, than the officers who report for duty during that portion of the calendar day of the closure shall be provided with holiday time or another classification of time off to their respective time bank on an hour for hour basis.

C. Personal Leave

Each officer shall be entitled to three (3) days personal leave during any calendar year based on their work schedule. (8 hour/day work week = 24 hrs, 10 hour/day work week = 30 hours, and 12 hour/day work week = 36 hrs). Personal leave shall be scheduled in advance and be approved by the Chief of Police or his/her designee. Personal leave shall not be unreasonably withheld from any officer. No officer shall be required to state a reason for taking such leave except when requesting emergency personal leave to be used in conjunction with other paid leave.

D. Special Olympics & Police Unity Tour Leave

1. The Employer agrees to grant up to a total of four (4) days off per year to the negotiations unit to permit officers to provide services to the Special Olympics, subject to the approval of the Chief of Police, or in his/her absence, the next ranking superior officer, based on the reasonable scheduling needs of the Department. The Officers who provide services to the Special Olympics under this provision shall be

excused from their normal work assignments with no loss of pay, provided that they notified the Chief of Police and received approval, as set forth above.

2. The Employer further agrees that the officer's unit can elect to substitute Special Olympics Leave for participation in the annual Police Unity Tour. The Employer agrees to grant up to four (4) days off per year to no more than eight (8) officers who are participating, subject to the approval of the Chief of Police, or in his/her absence, the next ranking superior officer, based on the reasonable scheduling needs of the Department. The Officers who participate in the Police Unity Tour under this provision shall be excused from their normal work assignments with no loss of pay, provided that they notified the Chief of Police and received approval, as set forth above.
3. Additional officers wishing to participate in this event can do so if they utilize their own allotted time and it does not create a manpower shortage or unnecessary hardship for daily operations. A memo shall be submitted to the Chief of Police or his/her designee if an officer wishes to attend and utilize their own time for this event.
4. Officers shall be entitled to time off as set forth above for only one event during any given calendar year, whether it include providing services for the Special Olympics or participating in the Police Unity Tour.

ARTICLE VI
FUNERAL LEAVE

A. Officers shall be entitled to funeral leave with pay to attend funerals in the following circumstances:

1. In the event of the death of a member of the officer's immediate family or the death of any other relative of the officer who resides with the officer, the officer will be granted a leave of absence with pay from the day of death to the day of burial, inclusive, not to exceed a maximum of five working (5) days. "Immediate family" shall include husband, wife, domestic partner, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, brother, grandmother, grandfather and grandchild.
2. In the case of death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, and cousins of the first degree, niece, or nephew of an officer's spouse, grandparents, aunt or uncle of an officer's spouse, the officer shall receive up to a maximum of two (2) working days, provided the officer attends the funeral.
3. One of the five (5) or two (2) working days listed in Sections 1 and 2 above may be used within a three (3) month period to conduct any type of business pertaining to the deceased.
4. "Working day" refers to an 8-hour day, 10-hour day or 12-hour day depending on the officer's schedule.

ARTICLE VII
VACATIONS

All officers shall be entitled to annual vacation with pay as follows:

<u>Service</u>	<u>Vacation Time</u>
Less than one year of service if employed before July 1 and after completing a minimum of three (3) months of continuous service	40 hours
After completion of one (1) year of continuous service	120 hours
After completion of five (5) years of continuous service	156 hours
After completion of ten (10) years of continuous service	180 hours
After completion of fifteen (15) years of continuous service	216 hours
After completion of twenty (20) years of continuous service	240 hours

Vacation time shall be selected and approved in accordance with Princeton Police Department General Order *ppd 2-20*.

ARTICLE VIII
PBA CONVENTIONS AND PBA DAYS

A. Officers who are selected as duly authorized representatives of the PBA will be granted leaves of absence with pay to attend a national or state convention of such organization as follows.

1. The number of officers granted leave pursuant to N.J.S.A. 40A:14-177 shall not exceed 10% of the number of active officers of the Princeton Police Department. The President of the PBA shall notify in writing the Chief of Police of the names of members appointed as duly authorized representatives, and the names of all officers of the local selected to attend the convention, not less than two (2) weeks in advance of any convention. An officer who fails to return to work promptly upon the expiration of the authorized leave shall be subject to disciplinary action in accordance with departmental rules and regulations.
2. The designated PBA delegate, or in his/her absence, the designated PBA alternate delegate, shall be permitted to attend monthly state PBA meetings, not to exceed twelve (12) per year, on a one (1) day per month basis. It is understood that the PBA Delegate will provide to the police administration the dates of all monthly State PBA meetings by January 1st of the calendar year so that the intended dates can be scheduled in advance to avoid any potential conflicts.
3. The PBA President or his/her representative shall be granted reasonable time while on-duty during the course of the business day to conduct union business as well as present, discuss, or adjust grievances which may occur at any time during the work day. The PBA President and/or other member of PBA #130 who are coordinating or managing an event, fundraiser or other related function may also be granted time off to plan or attend the event if it falls during their regularly scheduled work day.
4. PBA Executive officers and members of the negotiation team will be provided up to three (3) days to attend the NJSPBA Annual Collective Bargaining Seminar.

ARTICLE IX

UNIFORMS, CLOTHING ALLOWANCE, & DRY CLEANING

A. All Police Officers

Each officer of the Department shall be furnished as needed with the standard police uniform including the standard gun and ammunition. The Police Administration or the Municipality will not unreasonably deny requests for uniform repair and replacement on a yearly basis.

B. Detectives and those officers assigned as plain-clothes Administrative Personnel

1. Each officer assigned to the Detective Bureau or other duty assignment that would require them to wear plain clothes business attire shall be entitled to receive an annual clothing allowance of \$1900.00 per year.
2. If an officer was assigned to administrative duties requiring them to wear plain clothes business attire or assigned to the Detective Bureau for a period of 8 months continually, from calendar year to calendar year, then they shall receive their clothing allowance of \$1900.00 in January of the current calendar year.
3. It is understood that if an officer is transferred to the Detective Bureau during the calendar year, then that officer shall receive a clothing allowance of \$1900.00 per year upon assignment.

C. Dry-Cleaning

It is understood that Princeton will provide for dry cleaning and/or laundering of police uniforms. In addition to police uniforms, Princeton will provide dry cleaning and/or laundering of clothing worn on duty by officers assigned to plain clothes administrative duties and detectives.

1. T-shirts, towels, undergarments and socks will not be cleaned by the department and are not eligible to be laundered absent extenuating circumstances which may have occurred while on duty (contamination from chemical, biological, medical hazards encountered while at work) In the event these particular items are soiled while on duty, a the items shall be placed and secured in a "biohazard" bag and a memo shall be submitted to your immediate supervisor indicating the nature of the contamination and need for laundering or cleaning.

ARTICLE X

HOSPITAL AND MEDICAL INSURANCE

- A. Enrollment is in the State Health Benefits (SHBP) for medical insurance and prescription insurance for officers and their eligible dependents defined by the SHBP. Eligibility is effective sixty days after the date of hire.
1. The Municipality will pay for coverage for officers and eligible dependents. Officers may enroll in any of the health benefit programs offered by the SHBP.
 2. The Town may substitute for the above specified health benefit programs such alternative carriers or programs as may continue to provide the same or better benefits, subject to negotiations with the Union.
 3. As of May 22, 2010 and upon the expiration of any applicable binding collective negotiations agreement in force on that date, officers shall pay an amount as set forth in P.L. 2011, Chap. 78 (NJSA 52:14-17:28, et. seq.) notwithstanding any amount that may be required additionally pursuant to this paragraph by means of a binding collective negotiations agreement.
 4. An officer who becomes a member of a State or locally-administered retirement system on or after May 22, 2010 shall pay in retirement an amount pursuant to P.L. 2010, C 2 (NJSA 52:14-17:28, et. seq.), notwithstanding any other amount that may be required additionally pursuant to this paragraph by means of a binding collective negotiations agreement.
 5. Officers who are hired on or after September 1, 2025, can select as a plan in the New Jersey State Health Benefits Program the NJ DIRECT2035 plan, or a less expensive plan with the premiums paid for by the Municipality for their first three years of employment. Such Officers shall contribute towards the cost of their benefit plan as set forth in Section 3 above and may select other more expensive plans with the difference in premium cost over the 2035 Plan to be paid by the Officer. After expiration of the three years of employment an Officer hired after September 1, 2025 shall be eligible for the same health benefits coverage under the same conditions as all other Officers.
- B. Any officer who elects to obtain health insurance coverage through his/her spouse, and not through the Town, shall be paid a sum, which is to be determined by P.L. 2011, Chap. 78 (NJSA 52:14-17:28, et. seq.). Such payment shall be made in two installments during the calendar year. The first payment shall be made no later than the first pay period in June, and the second payment shall be made no later than the first pay period in December. In addition, in order to participate in the program, an officer

must show proof of insurance prior to the issuance of the payment. This proof of insurance must be done on a yearly basis.

- C. The Municipality will continue to provide dental coverage for the officers, and their eligible dependents as defined by the insurance carrier. Officers shall receive at least sixty (60) days notice of any intended change in dental coverage.
- D. The Municipality recognizes same-sex domestic partners as eligible dependents for pension purposes only under the Domestic Partnership Act, Chapter 246, P.L. 2003 and to authorize participation in the New Jersey State Health Benefits Program Act of the State of New Jersey for the Domestic Partnership Coverage in accordance with Chapter 246, P.L. 2003.
- E. Retiree Medical Coverage
 - 1. Officers who retire from the Municipality, who have twenty-five (25) years of credited service in the Police and Firemen's Retirement System will be provided with the Medical Insurance Plan benefits as set for in Article X section A herein for themselves, their spouse/civil union domestic partner and eligible dependents who are covered by the Plan at the time of retirement, until the death of the retiree, at which time their spouse/civil union domestic partner and dependents are eligible to purchase health benefits under COBRA.
 - 2. Officers who retire from the Municipality who have twenty-five (25) years of credited service in the Police and Firemen's Retirement System shall be provided with a prescription plan for themselves, their spouse/civil union domestic partner and eligible dependents.
 - 3. Coverage is limited to the same persons who are covered at the time of retirement, and only to the extent that the retiree, their spouse/civil union domestic partner and those same dependents are eligible under the rules of the plan for the type of coverage in effect at the time of retirement until the death of the retiree at which time, their spouse/civil union domestic partner and dependents are eligible to purchase prescription benefits in the same way as the health benefits through COBRA.
 - 4. Furthermore, no coverage will be provided during the period when medical coverage is furnished to the retiree from another source. The retiree is responsible for notifying the Town at the state of such coverage and at its termination.
 - 5. A retired officer and spouse/civil union domestic partner and/or dependents eligible for Medicare coverage by reason of age or disability must be enrolled in both Part A (Hospital Insurance) and Part B (Medical Insurance). Both parts of Medicare are available from the Social Security Administration.

Upon enrollment in Medicare, the Municipality's health benefit plan becomes the secondary provider to Medicare. Proof of that enrollment, a photocopy of the Medicare card(s), must be submitted to the Municipality in order to remain enrolled in any of the Municipality's health benefit plans. In addition, evidence of enrollment must be provided to the SHBP. Failure to enroll in both parts of Medicare when eligible will result in the retiree's and/or dependent's and spouse/civil union domestic partner's coverage being terminated. If coverage is terminated because of non-enrollment in Medicare Parts A and B, coverage may be reinstated upon the Municipality receiving proof of full Medicare enrollment. Coverage will be reinstated effective the month following receipt, not retroactively.

6. Any retired officer of the former Princeton Borough Police Department, who retired prior to January 1, 2013, shall be provided with the Medical Insurance Plan benefits as set for in Article X Section A herein for themselves, their spouse/civil union domestic partner and eligible dependents who are covered by the Plan at the time of retirement, until the death of the retiree, at which time, their spouse/civil union domestic partner and dependents are eligible to purchase health benefits under COBRA. That retired officer shall adhere to all terms within this agreement as it pertains to retiree medical coverage.
7. Any retired officer of the former Princeton Township Police Department, who retired prior to January 1, 2013 shall be eligible for the following medical insurance reimbursement program-
 - a.) In order to be eligible for the medical reimbursement program, an officer must retire with twenty-five (25) years of service in PFRS, of which at least twenty (20) years of service must be with Princeton Township.
 - b.) The Municipality will provide reimbursement payments to eligible retirees on a quarterly basis up to the amount shown in the officers payment schedule below.

Type	2013 +
Single 65 +	\$5,500/year
Single Under 65	\$8,200/year
Parent/Child(ren)	\$13,950/year
Two Adults	\$18,900/year
Family	\$19,850/year

- c.) It is understood that in order to be eligible for the reimbursement payments, the retiree must furnish proof on a quarterly basis of health insurance purchase by providing the Municipality Administrator's office with a copy of the insurance premium billings.

Included is hospital, medical, prescription drug, Medicare B and/or dental. Vision care is included if part of a health plan premium, but not a standalone program. Failure to provide such proof within a reasonable time will result in the loss of these benefits.

- d.) It is understood that if the retiree's quarterly premium is less than the amount in the quarterly reimbursement schedule, the retiree will receive the actual premium amount. In no case will the quarterly reimbursement payment exceed the actual quarterly premium.
- e.) It is understood that the retiree will deal directly with the carrier to arrange individual coverage based on currently available health insurance conversion packages. It is further understood that these insurance conversion options are offered by the carrier, not the Municipality, and are subject to change without notice.

F. Retiree Health Contributions

1. Officers enrolled in the Police and Firemen's Retirement System (PFRS) prior to May 22, 2010 will pay **2.5%** of their retirement pension towards retiree health benefits.
2. Officers enrolled in the Police and Firemen's Retirement System (PFRS) on or after May 22, 2010 and prior to September 1, 2025 will pay **5%** of their retirement pension towards retiree health benefits.
3. Officers enrolled in Police and Firemen's Retirement System (PFRS) on or after September 1st, 2025 will pay 20% of the cost of the premium for the plan selected towards retiree health benefits.
4. Current Officers enrolled in Police and Firemen's Retirement System (PFRS) on or before June 28th, 1991 will not be required to contribute the 2.5% as set forth in (1) of this provision.
5. Officers must have 25 years in the Police and Firemen's Retirement System (PFRS) to qualify for retiree health benefits.

The retiree and/or their spouse/domestic union partner are responsible for the costs of Medicare Part A and B coverage.

ARTICLE XI
UNREIMBURSED MEDICAL EXPENSES

- A. Each officer must receive a physical examination periodically, the frequency of which is to be determined by competent medical advice. The Municipality shall reimburse the member of the bargaining unit annually for said physical, as set forth below in paragraph B.
- B. It is understood that the employee will have the option to use the remainder of the allowance thereof given by the Municipality towards unreimbursed expenses. These medical expenses can be reimbursed for office visits to doctors or dentists, vision care, medical procedures, hospital bills, advanced physicals or medical tests, costs associated with medical prescriptions, other procedures not covered by medical insurance, as well as satisfying the medical insurance deductible; for the officer and/or his/her dependents only in that year. Payment shall be made upon the presentation of appropriate bills or receipts. The officer can only submit for expenses incurred during that specific calendar year. Receipts and/or bills must be submitted by the end of the year in order to be eligible.
- B. 1. All officers hired prior to January 1, 2013, shall be entitled to a medical reimbursement of \$900.00 in 2025, 2026, 2027, 2028, 2029 & every year thereafter.
2. All officers hired after January 1, 2013, shall be entitled to a medical reimbursement of \$450.00 in 2025, 2026, 2027, 2028, 2029 & every year thereafter.

ARTICLE XII
SICK LEAVE AND FAMILY LEAVE

A. Sick Leave

1. All officers are entitled to unlimited paid sick days to be used for personal illness or emergencies.
2. Officers shall also be entitled to a maximum of eighty four (84) hours per year of paid sick leave to be used for family illness and emergencies. The family illness and/or emergencies provision is for immediate family members residing in the same home, domestic partners, individuals to whom the officer has “Power of Attorney” over, or for whom the officer has other legal guardianship—covering injury, medical quarantine and treatment, which cannot be otherwise scheduled during normal work hours. Under the terms of this provision “Family” shall include husband, wife, domestic partner, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, brother, grandmother, grandfather and grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, and cousins of the first degree, as well as niece, or nephew of an officer’s spouse, grandparents, aunt or uncle of an officer’s spouse.
3. All officers who are assigned to either an eight (8), ten (10), or twelve (12) hour workday shall receive an additional one-day credit of holiday time according to their hourly work schedule (8, 10 or 12 hours) for every three (3) consecutive month period during which no sick time is used. The officer shall have the time credited at the end of each three (3) month period by the Chief of Police and/or his designee.
4. A memorandum will be sent to the Chief of Police or his/her designee if advanced notice or a known/future date requires the use of a PBA Family Sick Time. This ensures the administration is aware of the day for a “pre-approval” and gives them the ability to ensure adequate manpower or utilize the Detective Bureau or Specialty Units if applicable.
5. Officers have the ability to “donate” their unused allotment of Family Sick Time (up to eighty four (84) hours) to another officer in the event that officer has used their entire bank of allotted time (Family Sick Time, Holiday Time, Compensation Time,

Personal Time and Vacation Time) for an unforeseen emergency not covered under the Articles within this agreement. This provision would require submission of a memorandum and the approval of the Chief of Police and Town Administrator.

Nothing contained in this provision shall be construed as conflicting with any employee rights under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act.

B. On-Duty Injury

1. An officer injured in the performance of his/her police duties (with or for the Municipality or 3rd party vendor requiring police presence) shall receive full salary during his/her convalescence in accordance with N.J.S.A. 40A:14-137. Any such work-connected injury convalescence time shall not be charged against his/her sick leave allowance in (A).

2. When an award under Worker's Compensation is made to the officer, whether for illness or for injury, the Municipality will pay the officer the difference between the compensation payment and his/her full pay during the period of his/her convalescence.

ARTICLE XIII
TERMINAL LEAVE

- A. Provided an officer has had twenty (20) or more years of continuous service with the former Princeton Township or Princeton Boro, Town of Princeton, Municipality-of Princeton, or any combination thereof, and is eligible for Police and Fire Retirement System service related retirement, he/she shall be entitled to the option of one of the following:
1. Be granted 240 hours of terminal pay after twenty (20) years of PFRS service, and 12 hours for each additional year of service. Payment is to be made to the officer upon separation.
 2. An officer retiring under a service retirement in PFRS system prior to his/her 20 years of service with the municipality shall be entitled to 12 hours of terminal pay for each year of service to the municipality.
 3. Be granted 300 hours of terminal pay after 25 years of PFRS service, and 12 hours for each additional year of service, with a maximum of 360 hours. Payment is to be made to the officer upon separation.
- B. Terminal leave shall not be granted to any officer who retires while a disciplinary proceeding is pending or is in lieu of pending disciplinary proceedings.
- C. For full time officers retiring who have twenty-five (25) years of credit service-in the Police and Firemen's Retirement System, unused vacation, holiday and personal time shall be allocated as follows:
1. An officer shall be entitled to a pro-ration of vacation, holiday and personal time during the last calendar year in which the employee is physically present and working as follows:
 - a. If termination of actual work takes place before March 31, the officer shall be entitled to one-half (1/2) of that calendar year's unused vacation, holiday pay and personal time.

- b. If termination of actual work takes place between April 1 and July 1, the officer shall be entitled to three-quarters (3/4) of that calendar year's unused vacation, holiday pay and personal time.
 - c. If termination of actual work takes place after July 1, the officer shall be entitled to all of the calendar year's unused vacation, holiday and personal time.
 - d. If an officer uses more holiday, vacation and or compensatory time that he/she earns on a prorated basis in their last year of employment, they will be required to reimburse the Municipality for the value of the excess time use. Said reimbursement will be completed within six (6) months.
- 2. If the officer's terminal leave, vacation, holiday and personal time leave results in a retirement date which falls in the later calendar year than the last calendar year for which the officer was physically present and working, then no additional vacation, holiday, or other benefits shall accrue.
 - 3. For purposes of this agreement, retirement date shall mean the effective retirement date submitted to and approved by the New Jersey Division of Pensions and Benefits for the purpose of determining the commencement of special, ordinary and disability retirement.

ARTICLE XIV
IN-SERVICE TRAINING

1. The cost of all police training courses, seminars and conferences authorized by the Chief of Police and/or Town Administrator will be borne by the Municipality .

2. The Municipality will contribute up to the sum of \$3000.00 in 2025, 2026, 2027, 2028, 2029 and each year thereafter for any non-reimbursed tuition and fees; also for any room, board and travel expenses, as well as any books or other course related material, so long as:
 - A. Such fees/costs are documented and requisite to being in good standing and actually are incurred by any police officer who pursues coursework, certifications and or training in the study of subjects relating to police work and the police profession;
 - B. Such course or courses have been approved for such contribution by the Chief of Police-which approval shall not be unreasonably denied;
 - C. The officer receives a passing grade (C or above) or certificate of completion in the course.
 - D. At the time such contributions is to be made by the Municipality, but prior to any payment, the officer will sign an agreement and/or promissory note to continue their employment with the Municipality for three (3) calendar years from the date of the completion of the course, or otherwise refund to the municipality the full amount of the tuition and fees paid by the municipality in the event of a voluntary resignation within less than three (3) years. The reimbursement of the tuition and fees shall be completed within six (6) months unless otherwise agreed between the individual and the Municipality. *This obligation shall not apply if the officer retires on a disability retirement.

3. Officers shall be afforded appropriate time off to attend such courses if the course falls on the officer's regular work day as defined in Article III(G) of this agreement. Officers attending college classes or training not directly affiliated or approved by the department

will not be provided departmental "Training" time off and should use their personal allotment of time if necessary.

4. Notwithstanding anything to the contrary above, the Municipality shall make the reimbursement as soon as reasonably possible after receipt of documentation. The Municipality shall not withhold payment pending actual receipt of proof of grades.
5. Officers who attend annual training as called or scheduled by the Chief of Police and/or their designee, which may occur during their non-working hours, shall be compensated for such attendance with compensatory time. This is initially referenced in Article III D (2) of this agreement.
6. All administrative costs required to obtain, renew, and/or maintain a Police License shall be borne by the Municipality of Princeton.

ARTICLE XV
PUBLIC LIABILITY INSURANCE COVERAGE

The Municipality shall keep in force and effect during this Contract a policy of public liability insurance which includes coverage on each and officer during the course of his/her employment. Such insurance includes the liability coverage for bodily injury or property damage to third parties arising out of the operation of Municipality automobiles and vehicles.

Such insurance now includes liability coverage for damages to third parties arising out of the false arrest, detention or imprisonment committed by officers during the course of their employment. The Municipality will endeavor to continue such coverage in effect so long as it continues to be available for purchase at a reasonable premium.

Nothing herein shall in any way relieve any employee of Princeton Police Department from his/her own liability to the Municipality for negligent or intentional damage to property, equipment or vehicles owned by Princeton; nor shall insurance be provided by the Municipality against such negligent or intentional damage by Municipal employees. Police officers shall be subject to the Municipality's procedures and regulations governing loss and damage to Municipality owned property as provided in the Municipality Personnel Manual.

ARTICLE XVI
DEFENSE OF CERTAIN LEGAL PROCEEDINGS

Whenever an officer of the Princeton Police Department is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the governing body of the Municipality shall provide said officer with the necessary means for the defense of such actions in accordance with N.J.S.A. 40A:14-155.

ARTICLE XVII
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate member of the Department.
- C.
 - 1. With regard to officers, the term "grievance" as used herein, means an appeal by an individual officer or the Association on behalf of an individual officer or group of officers, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them. With regard to the Municipal, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
 - 2. With respect to officer grievances, no grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or ordinance or general orders or special orders or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

STEP 1. An individual officer or the PBA shall submit the grievance or dispute to the Chief of Police in writing within fourteen (14) working days after the later of either the date of the occurrence or the date upon which the officer or the PBA could reasonably have had notice of the

occurrence. The Chief of Police shall attempt to adjust the matter and shall respond in writing to the officer or his/her representative within five (5) working days thereafter.

STEP 2. If the grievance has not been adjusted satisfactorily under Step 1 in the time limited there under, it may be presented in writing by the PBA or by the individual officer to the Town Administrator or his/her designee within ten (10) working days of the response of the Chief of Police or within ten (10) working days after such expiration of the time without decision. The Administrator or his/her designee shall respond in writing to the grievance within ten (10) working days after submission.

STEP 3. If the grievance is not resolved under Step 2 within the time limited thereunder, the employee or the PBA may submit, through the Township Clerk, the grievance in writing to the Princeton Town Council within ten (10) working days after such expiration of the time without decision. Discussions with interested persons shall be held by the Town Council at its own request or at the request of the employee or the PBA. The Town Council shall issue its decision in writing within twenty (20) working days after submission of the grievance to it.

STEP 4. If the grievance is not resolved under Step 3 above within the time limits thereunder, only the PBA or the Municipality shall have the right to submit the grievance or dispute to final and binding arbitration. The arbitrator shall be appointed in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission. The arbitrator's decision shall be in writing and shall be final and binding on the parties. Costs for the arbitrator shall be shared equally by the parties regardless of the disposition of the grievance; provided, however, that any witness fees or counsel fees or any other costs shall be borne solely by the party incurring the same.

(b) General Provisions

If the formal procedure outlined in subsection (a) is not commenced or if any appeal is not taken up within the respective periods of time limited by subsection (a), then such grievance shall be deemed abandoned, and no further appeals shall be had thereon.

ARTICLE XVIII
LIEUTENANTS

A. Salary

Any officer elevated to the rank of **Lieutenant** shall be subject to the following pay scale-

Lieutenant	2025	2026	2027	2028	2029
Top Salary	\$180,112	\$186,866	\$194,340	\$202,114	\$210,199

B. Overtime

All Lieutenants in the bargaining unit shall receive a stipend to cover all overtime hours. The stipend shall be an amount equal to 6% of their respective base salary. This stipend will be paid on a pro-rata basis as part of annual base salary in the normal paycheck. However, this provision will not include extra duty assignments. In the event that a Lieutenant works an extra duty assignment, they shall be compensated for extra work performed after the effective date of this contract at the rate of one and one-half (1 1/2) times the officer's hourly rate.

C. On-Call/ Stand-By Time

Standby time shall be at the rate of \$2,400 per year. This covers all of the standby time during the weeks that the officer is on standby.

D. Compensatory Time

All Lieutenants in the bargaining unit shall be provided with forty (40) hours of Compensatory Time at the beginning of the year (January 1st). This time is in lieu of shift differential for working nights, weekends, and all other required supervisory shifts.

E. Holiday Time

Lieutenants in the bargaining unit shall be entitled to one-hundred four (104) paid hours of holiday time annually. Lieutenants shall be paid for all one hundred four (104) hours of holiday time in their regular salary pro-rata.

F. Normal Work Week

The normal work week for Lieutenants shall be forty (40) hours per week.

G. Miscellaneous

Except as specified above, all other terms and conditions of this Agreement apply to Lieutenants.

ARTICLE XIX

CAPTAIN

A. Salary

Any officer elevated to the rank of **Captain** shall be subject to the following pay scale-

Captain	2025	2026	2027	2028	2029
Top Salary	\$190,918	\$198,078	\$206,001	\$214,241	\$222,810

B. Overtime, On-Call/Standby, Compensatory Time, Holiday Time

Any member of the bargaining unit elevated to the rank of Captain, shall receive all terms and conditions as outlined in Article XVIII B, C, D, E.

C. Miscellaneous

Except as specified above, all other terms and conditions of this Agreement apply to the rank of Captain.

ARTICLE XX
TERM OF THE AGREEMENT

This Agreement shall be effective as of the first day of January, 2025, and shall run through December 31, 2029 and shall be renewed from year to year thereafter unless either party shall notify the other in writing at least one-hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin by the party giving the notice submitting a proposal to the other party not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiation of any modification of the contract, notwithstanding the anniversary date.

ARTICLE XXI

NEGOTIATION OF MODIFICATIONS

The negotiation of modification of this Agreement shall be conducted on behalf of the Town by a person or persons not to exceed four (4) to be designated by the Town Council. Negotiations shall be conducted on behalf of the PBA by a negotiating Committee consisting of not more than four (4) members of the bargaining unit. Members of the negotiating committee will be permitted to participate in negotiating sessions without loss of pay.

IN WITNESS WHEREOF, the parties hereto have caused this collective bargaining agreement to be signed and attested by the proper officials and have hereunto set their hands on this 26th day of February, 2026.

Attest:



Bernard Hvozdovic Jr., Administrator

TOWN OF PRINCETON



Mark Freda, Mayor

Attest:



Jeffrey Grosser, Deputy Administrator

PBA LOCAL #130



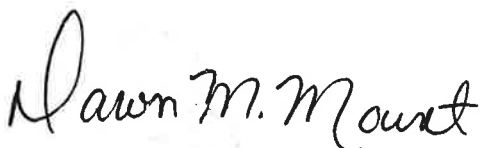
Frank A. Pinelli, Representative



Jonathan E. Myzie, Representative



Darwin Kieffer IV, Representative



DAWN M. MOUNT
Notary Public of New Jersey
My Commission Expires July 16, 2027



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-081

Agenda Date: 3/9/2026

Agenda #: 10.

Resolution of the Mayor and Council of Princeton Adopting an Affordable Housing Affirmative Marketing Plan for the Municipality of Princeton

WHEREAS, in accordance with P.L. 2024, Chapter 2 and the New Jersey Uniform Housing Affordability Controls (“UHAC”)(N.J.A.C. 5:80-26.1 *et seq.*), the Municipality of Princeton is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created are affirmatively marketed to very low-, low- and moderate-income households, particularly those living and/or working within Housing Region 4, the Housing Region encompassing the Municipality of Princeton.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of Princeton, County of Mercer, State of New Jersey, on this 9th day of March, 2026, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, English-speaking ability, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Municipality of Princeton is located in Housing Region 4, consisting Mercer, Monmouth, and Ocean Counties.
- B. The Municipality of Princeton has a plan to address both its Prior Round Obligation (1987-2025) and its Fourth Round Obligation (2025-2035). This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low-, low- and moderate-income units intended to meet statutory affordable housing obligations, including those that are part of the municipality’s Housing Element and Fair Share Plan, and those that may be constructed in future developments not yet anticipated by the Housing Element and Fair Share Plan but to be credited to future round obligations.
- C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the Municipality of Princeton, or the Administrative Agent of any specific developer approved by the Municipality.
- D. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of affordable unit(s), with the exception that the cost to affirmatively

market any restricted accessory apartments shall be the responsibility of the Municipality. All such advertising and affirmative marketing shall be subject to approval and oversight by the designated Administrative Agent.

- E. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days prior to expected occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low-, low- and moderate-income housing units are initially occupied and for as long as the affordable units remain deed restricted such that qualifying new tenants and/or purchasers continues to be necessary.
- F. The Affirmative Marketing Plan is a continuing program that shall be followed throughout the entire period of affordability restrictions. In implementing the Affirmative Marketing Plan, the Administrative Agent, whether acting on behalf of the Municipality of Princeton or on behalf of a specific developer, shall meet the following requirements at a minimum:
1. The primary marketing and advertising must be employed at the start of the marketing program and continue until all units are leased or sold or until the number of applications received is at least three times the number of units. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of all publications to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.
 2. The advertisements shall, at a minimum, include:
 - a. The name and location of the housing project;
 - b. An address sufficient to find directions to the housing units;
 - c. A range of prices or rents for the affordable housing units;
 - d. The sizes, as measured in number of bedrooms of the affordable housing units;
 - e. The types (that is, family, age-restricted, or supportive) and number of affordable units available;
 - f. The number of units available to very low-, low-, and moderate-income households;
 - g. The accessibility features, if any, of the affordable housing units;
 - h. The maximum income permitted to qualify for the affordable housing units;
 - i. The population(s), if any, given preference in the selection process pursuant to N.J.A.C. 5:80-26.17(k)2;
 - j. Where applications (paper and online) for the affordable housing units may be found;
 - k. The expected lease-up/closing date(s) for the affordable housing units;
 - l. The expected date of the random selection;
 - m. The business hours when interested households may obtain paper applications for the affordable housing units;
 - n. Contact information, including an email address and phone number that are regularly monitored by the administrative agent;
 - o. The name of the sales agent and/or rental manager; and
 - p. Application fees, if any.

3. Affirmative fair marketing of affordable units must be completed in accordance with the requirements set forth in UHAC at N.J.A.C. 5:80-26.16 in all media and outlets required by the rules.
4. The Administrative Agent of the affordable housing development shall complete the Affirmative Fair Housing Marketing Plan, attached hereto as Attachment A, for review and approval by the Municipal Housing Liaison or the Municipality's Administrative Agent, as the case may be, prior to commencement of advertising to the public.
5. Affordable units must be listed on the New Jersey Housing Resource Center's website (www.njhrc.gov <<http://www.njhrc.gov>>) in accordance with N.J.A.C. 5:80-26.16(f)1 at least 60 days before the random selection.
6. Applications, or notices thereof, used as part of the affirmative marketing program must be available in the following locations:
 - a. Mercer County/McDade Administration Building, 640 S. Broad St., Trenton, NJ 08611
 - b. Monmouth County Hall of Records, One East Main Street, P.O. Box 1255, Freehold, NJ 07728
 - c. Ocean County Administration Building, 101 Hooper Ave., Toms River, NJ 08754
 - d. Mercer County Library, 2751 Brunswick Pike, Lawrence Township, NJ 08648
 - e. Monmouth County Library, 125 Symmes Drive, Manalapan, NJ 07726
 - f. Ocean County Library, 101 Washington Street, Toms River, NJ 08753
7. Pursuant to the Municipality's Fourth Round Settlement Agreement with Fair Share Housing Center, the following organizations must be notified as part of the affirmative marketing plan when affordable units are available:
 - a. Fair Share Housing Center, 510 Park Blvd., Cherry Hill, NJ 08002
 - b. New Jersey State Conference of the NAACP, 4326 Harbor Beach Blvd., #775, Brigantine, NJ 08203
 - c. Trenton Branch of the NAACP; <https://www.trentonbranchnaacp.org/>
 - d. Greater Red Bank Branch of the NAACP, kerwin@kerwinebb.com <<mailto:kerwin@kerwinebb.com>>
 - e. Asbury Park/Neptune branch of the NAACP, AsburyParkNeptuneNAACP@gmail.com <<mailto:AsburyParkNeptuneNAACP@gmail.com>>
 - f. Bayshore branch of the NAACP, P.O. Box 865, Matawan, NJ 07747
 - g. Greater Freehold Branch of the NAACP, P.O. Box 246, Malboro Annex, NJ 07746
 - h. Greater Long Branch chapter of the NAACP, doublejay8@comcast.net <<mailto:doublejay8@comcast.net>>
 - i. Shiloh Baptist Church, 340 Rev. S. Howard Woodson, Jr. Way, Trenton, New Jersey 08618
 - j. Latino Action Network, c/o Cardenas Law Office, 71 West Main Street, Suite 202, Freehold, NJ 07728
 - k. Supportive Housing Association, 185 Valley Street, South Orange, NJ 07079

8. The Municipality's Committee on Affordable Housing, Racial, Economic, Social Equity and Services (CARES Committee) must also be notified as part of the affirmative marketing plan when affordable units are available.
 9. The Municipality's Administrative Agent, or the Administrative Agent of a specific developer, shall comply with all requirements set forth in N.J.S.A. 52:27D-321.3 et seq. with regard to the affirmative marketing of affordable housing units.
- G. The Municipality's Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Mercer, Monmouth, and Ocean Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region.
- H. The Municipality's Administrative Agent shall develop, maintain and update a list of major employers in Mercer, Monmouth, and Ocean Counties that will aid in the affirmative marketing program.
- I. A random selection method to select occupants of very low-, low- and moderate-income housing will be used by the municipality's Administrative Agent, or the Administrative Agent of any specific developer, in conformance with N.J.A.C. 5:80-26.16(d). This Affirmative Marketing Plan provides a regional preference for very low-, low- and moderate-income households that live and/or work in Housing Region 4, which comprises Mercer, Monmouth, and Ocean Counties. Subordinate to the regional preference, this Affirmative Marketing Plan provides a preference for households that live and/or work in New Jersey. Pursuant to the New Jersey Fair Housing Act (C.52:27D-311), a preference for very low-, low- and moderate-income veterans duly qualified under N.J.A.C. 54:4-8.10 may also be exercised, provided an agreement to this effect has been executed between the developer or landlord and the Municipality prior to the affirmative marketing of the units.
- J. All developers/owners of very low-, low- and moderate-income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the municipality's Administrative Agent, with the sole exception that the Municipality will undertake and pay the costs of the marketing of any restricted accessory apartments.

BE IT FURTHER RESOLVED that the appropriate municipal officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.



Princeton Human Services
One Monument Drive
Princeton, NJ 08540
Office: 609-688-2055
Fax: 609-688-2053
www.princetonnj.gov

Interoffice Memorandum

To: Mayor and Council
From: Rhodalynn Jones, Human Services Director
Date: March 2, 2026
Re: Adoption of Affirmative Marketing Plan

Dear Mayor and Council,

In accordance with P.L. 2024, Chapter 2 and the New Jersey Uniform Housing Affordability Controls (UHAC), the Municipality of Princeton is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created within the municipality are affirmatively marketed to very low-, low-, and moderate-income households.

UHAC establishes the regulatory framework governing the administration of affordable housing in New Jersey, including income eligibility, pricing, deed restrictions, and affirmative marketing requirements. Under these regulations, municipalities must implement an Affirmative Marketing Plan that provides a regional marketing strategy designed to reach income-eligible households throughout the applicable housing region.

Princeton is located within Housing Region 4, which encompasses Mercer, Monmouth, and Ocean Counties. As such, the municipality must ensure that affordable units are marketed not only locally, but throughout Housing Region 4, with particular emphasis on households living and/or working within the region. The purpose of this requirement is to promote equal housing opportunity and to prevent discriminatory or exclusionary practices by ensuring that affordable housing opportunities are broadly and proactively advertised.

The Affirmative Marketing Plan will outline:

- The approved administrative agent responsible for implementation;
- Outreach methods, including print, digital, and community-based marketing strategies;
- Identification of community organizations and regional entities that will assist in disseminating information; and

- Ongoing compliance and reporting requirements.

Adoption of the Affirmative Marketing Plan is necessary to maintain compliance with State affordable housing regulations and to ensure continued eligibility for approvals, funding opportunities, and oversight certifications related to affordable housing production.

A resolution adopting the Affirmative Marketing Plan will be presented for Council consideration. Should you have any questions in advance of the meeting, please do not hesitate to contact my office.

Thank you for your consideration.

Sincerely,
Rhodalynn Jones
Human Services Director

ATTACHMENT A

Affirmative Fair Housing Marketing Plan

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

For Affordable Housing in (REGION 4)

I. APPLICANT AND PROJECT INFORMATION

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

Administrative Agent Name, Address, Phone Number		Development or Program Name, Address	
Number of:		Affordable Rental Units	Affordable For-Sale Units
Affordable Units Total			
Affordable Age Restricted Units			
Affordable Non-Age Restricted Units			
Affordable Supportive Housing Units			
Price or Rental Range	Approximate Starting Dates		
From:	Advertising:	Occupancy:	
To:			
Counties: Mercer, Monmouth, Ocean		Preferences, if any: (veteran, regional, NJ)	
Accessibility Features, if any:			
Managing/Sales Agent's Name, Address, Phone Number			
Application Fees (if any):			

Attach a copy of the pricing calculator and a spreadsheet with information about all units, including number of bedrooms, income level, accessibility features, and square footage to this plan.

(Sections II through V should be consistent for all affordable housing developments and programs within the municipality and with the municipal Affordable Housing Ordinance. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

Describe the random selection process that will be used once applications are received.

III. MARKETING

Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

White (non-Hispanic)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

REQUIRED

5:80-26.16(g)1 requires you to advertise your project on the New Jersey Housing Resource Center for at least sixty days before conducting the random selection.

HOUSING RESOURCE CENTER (www.njhousing.gov) A free, online listing of affordable housing

Regional Newspapers

5:80-26.16(g)3 requires you to advertise your project in at least one regional newspaper (either online or in print). You may also select several papers with partial regional coverage, as long as all counties in the region are covered.

TARGETS ENTIRE HOUSING REGION 4				D-Digital or ND-Non-Digital
<input type="checkbox"/>	The Times	www.NJ.com/times	Mercer	
<input type="checkbox"/>	Asbury Park Press	www.app.org	Monmouth, Ocean	

TARGETS PARTIAL HOUSING REGION 4				D-Digital or ND-Non-Digital
<input type="checkbox"/>	The Coaster	www.thecoaster.net	Monmouth	
<input type="checkbox"/>	The Coast Star	https://starnewsgroup.com/	Monmouth, Ocean	
<input type="checkbox"/>	The Ocean Star	https://starnewsgroup.com/	Ocean	
<input type="checkbox"/>	Trentonian	www.trentonian.com	Mercer	
<input type="checkbox"/>	The Sand Paper	www.thesandpaper.net	Ocean	
<input type="checkbox"/>	The Two River Times	www.tworivertimes.com	Monmouth	
<input type="checkbox"/>	The Voice of Lakewood	www.thevoiceoflakewood.com	Monmouth	

Housing Search Websites – D – Digital

5:80-26.16(g)4 requires you to advertise your project on at least one housing search website in addition to the NJHRC. **“Housing search website”** means any publicly accessible internet-based platform used to advertise residential dwelling units to the general public, including but not limited to:

- Online real estate sections of newspapers or news organizations;
- Internet websites operated or maintained by a municipal AA or affordable housing service provider that advertise affordable units in one or more municipalities;
- Commercial real estate listing platforms; and
- Other comparable online platforms customarily used to market rental or ownership housing.

List below all housing search websites to be used:

--

ELECTIVES

If you selected a print newspaper(s) as your regional paper above, select TWO additional strategies below with AT LEAST ONE NON-DIGITAL MARKETING STRATEGY.

If you selected a digital newspaper(s) as your regional paper above, select AT LEAST TWO NON-DIGITAL MARKETING STRATEGIES below.

Specific Radio and Television Stations – ND – Non-Digital

5:80-26.16(e)1 lists specific radio stations, and television stations throughout the housing region as marketing opportunities. If choosing this option, make sure your proposed stations cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

AND Paid Targeted Digital Advertising (must be selected in addition to stations above) – D – Digital

5:80-26.16(e)1 offers paid targeted digital advertising as an option. Some common platforms are listed below.

<input type="checkbox"/>	Google Ads
<input type="checkbox"/>	Microsoft Ads
<input type="checkbox"/>	Bing Ads
<input type="checkbox"/>	Other (please list)

Specific Newspapers and Other Publications

5:80-26.16(e)2 lists “specific newspapers and other publications circulated within the housing region” as an option, including neighborhood-oriented weekly papers, religious publications, and organizational newsletters. If choosing this option, make sure your proposed publications cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

		D-Digital or ND-Non-Digital
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Employers Throughout the Housing Region – ND – Non-Digital

5:80-26-16(e)3 offers outreach to regional employers as an option. A comprehensive and regularly updated list of employers is available in the Marketing Outreach Tool. Please reach out to each listed employer in the region; you may add more if desired. If an employer no longer exists or has moved, please inform DCA.

Community Organizations Throughout the Housing Region – ND – Non-Digital

5:80-26-16(e)4 offers community and regional organizations as an option, including nonprofit, religious, governmental, fraternal, civic, and other organizations. A comprehensive and regularly updated list of organizations is available in the Marketing Outreach Tool. Please reach out to each listed organization in the region. You may add more if desired. If an organization no longer exists or has moved, please inform DCA.

<input type="checkbox"/> Municipal and County Websites – D – Digital	
5:80-26-16(e)5 offers municipal and county website advertising as an option. Insert the URL for the municipality. To ensure regional outreach, advertise in all county websites listed below.	
Municipality:	
www.mercercounty.org/	
www.co.monmouth.nj.us	
www.co.ocean.nj.us	
<input type="checkbox"/> Social Media – D – Digital	
5:80-26.16(e)6 offers social media as an option. Some common platforms are listed below. You may place ads on these platforms or market for free on your own page.	
<input type="checkbox"/>	Facebook
<input type="checkbox"/>	TikTok
<input type="checkbox"/>	Instagram
<input type="checkbox"/>	Reddit
<input type="checkbox"/>	YouTube
<input type="checkbox"/>	Snapchat
<input type="checkbox"/>	Other (please list)
<input type="checkbox"/> Public Transit Stops – ND – Non-Digital	
A comprehensive and regularly updated list of NJ Transit stops is available at https://www.nj.gov/dca/hmfa/about/has/ , or in map form at njogis-newjersey.opendata.arcgis.com . Note that you must get permission from NJ Transit to post flyers.	
<input type="checkbox"/> Other Advertising Efforts to Groups Least Likely to be Reached	

IV. SUMMARY

Non-Digital Outreach	Digital Outreach

V. APPLICATIONS

Applications for affordable housing or notices thereof, if offered online, for the above units will be available in all County Administration Buildings and Libraries for all counties in the housing region:	
<input type="checkbox"/>	BUILDING Mercer County Administration
<input type="checkbox"/>	LOCATION 40 South Broad Street P.O. Box 8068 Trenton, NJ 08650 (609) 989-6858
<input type="checkbox"/>	Mercer County Library Headquarters
<input type="checkbox"/>	2751 Brunswick Pike, Lawrenceville, NJ 08648 (609)882-9246
<input type="checkbox"/>	Monmouth County Administration
<input type="checkbox"/>	1 East Main Street, P.O. Box 1255, Freehold, NJ 07728 (732)431-7000
<input type="checkbox"/>	Monmouth County Headquarters Library
<input type="checkbox"/>	125 Symmes Drive, Manalapan, NJ 07726 (732)431-7220
<input type="checkbox"/>	Ocean County Administration
<input type="checkbox"/>	101 Hooper Avenue, Toms River, NJ 08753 (732)244-2121
<input type="checkbox"/>	Ocean County Library
<input type="checkbox"/>	101 Washington Street, Toms River, NJ 08753 (732)349-6200
Municipality in which the units are located (list municipal building and municipal library, address, contact person)	
Sales/Rental Office for units (if applicable)	

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Municipality’s compliance and/or any state funding.	

Name (Type or Print)	

Title/Municipality	
_____	_____
Signature	Date



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-082

Agenda Date: 3/9/2026

Agenda #: 11.

Resolution of the Mayor and Council of Princeton Approving Utilizing Funds from the Affordability Assistance Trust Fund for Emergency HVAC Repairs

WHEREAS, pursuant to the Fair Housing Act (P.L. 1985, c. 222), municipalities in the State of New Jersey are required to provide their fair share of housing that is affordable to very-low-, low-, and moderate-income households in accordance with the provisions of the act; and

WHEREAS, pursuant to N.J.A.C. 5:99-2.1 of the New Jersey Uniform Housing Affordability Controls (“UHAC”) municipalities in compliance with the Fair Housing Act are required to maintain a municipal affordable housing trust fund; and

WHEREAS, pursuant to N.J.A.C. 5:99-2.3 of UHAC, a municipality may utilize affordable housing trust funds for any housing activity itemized in its spending plan and approved by a Court of competent jurisdiction; and

WHEREAS, Princeton has an established municipal affordable housing trust fund, in accordance with UHAC; and

WHEREAS, on November 19, 2020, the Superior Court of New Jersey approved Princeton’s Spending Plan as part of its cumulative third round Mount Laurel affordable housing obligations, granting Princeton a Judgment of Compliance and Repose on December 10, 2020; and

WHEREAS, the Court-Approved Spending Plan includes the utilization of funds from the affordable housing trust fund for purposes of the rehabilitation of affordable housing units; and

WHEREAS, the Griggs Farm Community (“Griggs Farm”) is an inclusionary community within Princeton, which was approved as part of the former Township of Princeton’s Prior Round affordable housing obligation by the Council on Affordable Housing; and

WHEREAS, Griggs Farm provides one hundred and forty (140) affordable homes within the municipality, including seventy (70) affordable rental homes; and

WHEREAS, Princeton Community Housing (“PCH”) is the developer and provider for Griggs Farm; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) requires local jurisdictions receiving Community Development Block Grant (“CDBG”) funds to prepare and submit an Annual Action Plan each program year; and

WHEREAS, pursuant to Resolution No. R-25-272, the Municipality of Princeton approved and adopted its 2025 Annual Action Plan, which included an allocation of \$137,614 to PCH to replace up to twelve (12) heat

pumps in affordable rental units; and

WHEREAS, the affordable rental apartments at Griggs Farm requiring the replacement of HVAC units at this time are apartments number 5, 16, 126, 128, 132, 148, 152, 153, 261, 262, 264, and 267; and

WHEREAS, the aforementioned affordable rental apartments serve as housing for very-low-income households within the municipality; and

WHEREAS, Princeton has determined that the current HVAC systems are at or nearing the end of their useful lives, are increasingly unreliable, and are not energy efficient, and therefore require replacement for the rehabilitation of the affordable rental apartments; and

WHEREAS, Princeton has received CDBG funds in the amount of \$137,614 for such replacements and repairs by PCH, which have been deposited into Princeton's Affordability Assistance Trust Fund; and

WHEREAS, Princeton wishes to commit funds from the Affordability Assistance Trust Fund Account in accordance with its 2025 Annual Action Plan to address the necessary repairs to replace eight (8) aging HVAC outdoor rooftop units and four (4) aging HVAC outdoor ground units and related indoor equipment for heating and cooling in selected Griggs Farm affordable rental apartments to benefit twelve (12) very low-income households;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. Princeton hereby authorizes, appropriates, and commits funds from the Princeton Affordability Assistance Trust Fund Account up to the sum of one hundred thirty-seven thousand, six hundred and fourteen (\$137,614.00) dollars for the removal and replacement of HVAC units and related equipment for heating and cooling in selected Griggs Farm affordable rental apartments.

2. The Princeton Chief Financial Officer is hereby authorized and directed to release funds from the Princeton Affordability Assistance Trust Fund Account, payable to "Princeton Community Housing, Inc." for the removal and replacement of twelve (12) HVAC units and related equipment for heating and cooling in selected Griggs Farm affordable rental apartments, under the following schedule:

- a. Seventy-nine thousand, three hundred and seventy-seven dollars and sixty cents (\$79,377.60) immediately herewith.
- b. The remaining balance due for each individual affordable rental apartment upon the submission of documentation of proof of completion and balance due by PCH to the Princeton Director of Human Services, subject to the review and approval of the Princeton Director of Human Services.

3. A certified true copy of this Resolution shall be furnished to Princeton's Chief Financial Officer upon its adoption.

4. This Resolution shall take effect immediately.

Communities

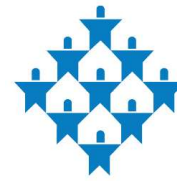
Elm Court
Griggs Farm
Harriet Bryan House
Princeton Community Village

Trustees

Toshi Abe
Daniela Bonafede-Chhabra
Kathleen Cassidy
Tony Capozzoli
Christopher Costa
C. VanLeer Davis
James Demetriades
Mark Eastburn
Kate Farewell
Robert Fernholz
John W. Gilmore
Scott Harmon
Valerie W. Haynes
Abreah Santiago Hill
Elizabeth Hock
Jeffrey Hoisington
Karen Jezierny
Sara Just
Jonah Lansky
Ashley Lyu
Thalia Mingo
Gene Rosenblum
Marilyn Rovira
Nicole Shelton
Anne Stewart
Caroline Travers
Thomas E. White

Community Organizations

All Saints' Church
First Baptist Church of Princeton
Institute for Advanced Study
Jewish Center of Princeton
League of Women Voters
Mount Pisgah AME Church
Nassau Presbyterian Church
Princeton Monthly Meeting
Princeton Regional Education Assn.
Princeton Theological Seminary
Princeton United Methodist Church
Princeton University
Saint Paul Parish of Princeton
Trinity Church
Unitarian Universalist Congregation
of Princeton
Witherspoon Street
Presbyterian Church
YWCA Princeton



**PRINCETON
COMMUNITY
HOUSING**

DATE: February 6, 2026

TO: Mark Freda, Mayor
Members of Council
Municipal Staff
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

FROM: Edward Truscelli, Executive Director

**RE: REQUEST FOR SUPPORT:
Affordable Housing Trust Fund Assistance--
Affordability Assistance Subcategory**

On behalf of Princeton Community Housing (EIN: 13-3026182), I am writing to request a grant of \$137,614 for the purpose of replacing aging HVAC outdoor rooftop (6) and outdoor ground (3) units and related indoor equipment for heating and cooling in selected Griggs Farm affordable rental apartments with new, energy-efficient electric heat pump systems to benefit nine households with very low incomes. The location of the proposed project is the GRIGGS FARM Community, Princeton, NJ in PCH's Very Low Income Rental Apartments - apartments 16, 126, 128, 130, 132, 261, 262, 264 and 267. *Thank you for this opportunity.*

Project Narrative

The current HVAC systems in the above listed affordable apartments are at or nearing the end of their useful lives, are increasingly unreliable, and are energy inefficient. Ensuring that our rental homes at Griggs Farm are maintained for quality and safety is a priority for PCH and our residents, and central to our mission. Additionally, PCH is committed to increasing energy efficiencies and resilience at all our properties. The new electric heat pump HVAC split unit systems in these apartments will advance both goals.

PRINCETON COMMUNITY HOUSING

1000 Herrontown Road, Suite 201, Princeton, NJ 08540

The Municipality has identified affordable housing in its most recent Master Plan as essential to the town's quality of life and character. The Griggs Farm community, as an inclusionary community developed by PCH and the Municipality (formerly Princeton Township), provides 140 affordable homes (sales and rentals) since opening in 1989. It is PCH's commitment, with the 70 affordable rental homes it owns and manages at Griggs Farm, to ensure that the apartments are maintained with ongoing and necessary capital investment to ensure that residents enjoy the quality of life in their homes that they deserve.

The existing HVAC units are now scheduled to be replaced beginning approximately April 1, 2026, and phased replacement is expected to be completed by December 31, 2026. The families who reside in the nine PCH rental homes at Griggs Farms have household incomes categorized as extremely low income (30%) of AMI. In total, 23 individuals reside in the apartments in need of HVAC replacement. Since these households pay for their heating and cooling costs directly, new energy efficient electric heat pumps will dramatically reduce these costs for these households.

PCH is one of Princeton's largest affordable housing providers and complies with all current applicant eligibility criteria and requirements as outlined by the US Department of Housing and Urban Development (HUD) and the NJ Uniform Housing Affordability Controls, as applicable. Griggs Farm residents residing in the very low income apartments have their household income recertified at least annually by PCH professional staff to ensure that the household continues to meet eligibility criteria and to ensure that the household is paying no more than 30% of household income for housing costs.

Construction Activity

The project is an upgrade to an existing facility. It will encompass the removal of aging HVAC systems that serve nine (9) Griggs Farm affordable rental apartments, and replace them with new, energy-efficient electric heat pump systems for heating and cooling. The systems include 3 outdoor ground units and 6 outdoor rooftop units, in addition to equipment within the apartments, to provide heating and cooling. The project will be completed over the span of several months, and the installation will be coordinated with favorable weather conditions and the schedules of the residents and contractor.

The 70 very low-income rental apartments at Griggs Farm are owned by Griggs Farm, Inc., an affiliated entity of Princeton Community Housing and are part of the Griggs Farm Condominium Association which includes an additional 70 affordable sales homes and 140 market rate homes. The 70 very low-income rental apartments at Griggs Farm receive no local, county, state, or federal subsidy – PCH subsidizes the operational and capital expenses entirely, as the rental income collected from residents do not offset the expenses. The site is not designated as Historic or part of a Historic district. The project will not require the relocation of households.

About Princeton Community Housing

Founded in 1967, PCH, a community-based, volunteer-led non-profit 501(c)3 organization, provides, manages, and advocates for affordable, safe, and well-maintained homes, offering all people the opportunity to build more productive and fulfilling lives. We envision Princeton as a vibrant, inclusive community that is home to people of all income levels.

PCH serves more than 1,100 residents of all backgrounds, or approximately 3.5% of the Princeton population, in 491 affordable rental homes for individuals, families, seniors, and people with disabilities, with very low-, low-, and moderate-incomes. PCH also provides supportive services through community partnerships coordinated by our licensed social workers.

Necall Durrant, Property Manager for Griggs Farm, operates and manages the Griggs Farm program. She has been in her role for more than 12 years. She works closely with PCH's Facilities Management Coordinator Susana Solano. Together with PCH's professional facility team, they will oversee the project management, along with Ed Truscelli, PCH's Executive Director and a licensed architect.

Financial Information

PCH is committed to maintaining robust financial management practices that ensure transparency, accountability, and compliance. We use RealPage Accounting, which is designed to support the accurate tracking of all financial transactions. The system is fully integrated with general ledger, chart of accounts, accounts payable, accounts receivable, which allows for seamless tracking across all categories of expense and revenue. Our finances are audited annually by an independent, certified public accounting firm.

As a PCH community that serves 70 households with extremely low- and low-income households, Griggs Farm is not a self-sustaining entity. It is currently subsidized by unrestricted contributed funds that PCH raises annually. The subsidy in 2024 was \$110,000 and was \$65,000 in 2025. Without support from the Affordable Housing Trust Fund Affordability Assistance funding, we would likely need to use the organization's reserve funds that would otherwise be used to serve the unmet needs of other PCH communities and residents and to build more affordable homes in Princeton.

Project Costs

PCH received estimates from the HVAC contractor Tindall & Ranson (attached), a vendor that has provided these services to PCH in the past, and who was the most qualified, lowest bidder for the proposed replacement work. The estimates correspond to similar HVAC replacement projects already completed and Tindall & Ranson indicated that even with cost inflation, these estimates would be a good indication of costs for 2026 HVAC replacement projects at Griggs Farm. The proposed replacement equipment features a 14 SEER (Seasonal Energy Efficiency Ratio) heat pump, which is considered a very good energy efficient measure, especially as a replacement for the older, less efficient systems currently at Griggs Farm, and offers a balance of affordability and energy efficiency.

Conflict of Interest Certification

- No member of PCH's staff, or any member(s) of PCH's Board of Directors or other governing body is currently or has not been within one year of this date a Municipal employee.
- No member of PCH's staff or Board of Directors is related to a municipal employee by blood, adoption, or marriage.
- No member of PCH's staff or Board of Directors resides in the same household as a municipal employee.

We are grateful to the Municipality of Princeton for its consideration and are glad to answer any questions you may have.

Attachments

- Cost estimates for the proposed project



PROPOSAL

TO: GRIGGS FARM INC ONE MONUMENT DR PRINCETON NJ 08540	PHONE: 609-924-3822 JOB PHONE: JOB NAME/LOCATION: 149 GRIGGS DR PRINCETON NJ 08540	DATE: 1/17/24 PROPOSAL #: HVAC SLSMN/DEPT: CB ground unit
---	---	---

HEATPUMP AND AIR HANDLER REPLACEMENT- 149 GRIGGS DR

WE PROPOSE TO:

- REMOVE ONE EXISTING HEAT PUMP ROOFTOP UNIT AND AIR HANDLER IN CLOSET AND FURNISH AND INSTALL ONE RHEEM HEAT PUMP UNIT MODEL#RP14AZ24AJ2NA WITH 14 SEER EFFICIENCY, 2-TON CAPACITY WITH MATCHING TRANE AIR HANDLER MODEL #RH2TZ2417 ALL IN SAME LOCATIONS.
- INCLUDE ALL NECESSARY DUCT CONNECTIONS, REFRIGERANT PIPE CONNECTIONS AND FLUSH KIT, CONDENSATE PIPE & CONNECTIONS, BAY HEATER AND ELECTRIC WIRING, HONEYWELL THERMOSTAT MODEL #T6, AND EQUIPMENT PAD AS REQUIRED FOR A COMPLETE INSTALLATION, PLUS ONE YEAR SERVICE AND GUARANTY.

OUR PRICE: \$9,890

ACCEPT: _____

NOTE: NO PERMIT FEES INCLUDED-TO BE FILED BY TINDALL & RANSON AND BILLED SEPARATELY
 THERE IS A \$425 ELECTRIC ALLOWANCE INCLUDED
 PRICE VALID IF ACCEPTED WITH DEPOSIT WITHIN 30-DAYS DUE TO ABNORMAL PRICE INCREASES BY VENDOR.
 INSTALLATION DATES ARE SUBJECT TO PRODUCT AVAILABILITY.
 UNIT IS A GROUND UNIT.

Payment to be made as follows:

- 60% DUE UPON SIGNING OF CONTRACT
- 40% BALANCE DUE UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. A maximum of \$100 may be withheld from final payment pending final inspections. AUTHORIZED SIGNATURE _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. DATE OF ACCEPTANCE: _____

ALL WORK WILL PROCEED WITHIN 30-DAYS AFTER RECEIVING PERMITS OR UPON MUTUAL AGREED DATE.

WORK WIL BE COMPLETED WITHIN ONE YEAR OF STARTING WORK. INSURANCE CERTIFICATE IS ATTACHED.

BUILDERS REGISTRATION #13VH01545000. THERE IS A THREE DAY RIGHT OF RECISSION TO CONTRACT AS PER THE STATE OF NEW JERSEY CONSUMER ACT.

SIGNATURE: _____

DATE: _____

PO BOX 304-55 N MAIN ST WINDSOR NJ 08561609-924-3434 ***FAX #609-897-9775**

WWW.TINDALLRANSON.COM

PLUMBING LICENSE #8859/ HVAC LICENSE #19HC-00095400

Work Dates: The Contractor will begin work no later than four weeks from the date this Contract is signed, and the deposit is paid. Contractor will complete within 30 days of the start date. The owner agrees that these dates may be lengthened to the extent that special orders take additional time to arrive. If Contractor must cut outside and inside provisions are not made the weather-related conditions may be cause to reschedule installation.

Work: The work to be performed is described on attached contract.

Plans: The work will be completed in accordance with the latest Uniform Construction Code of the State of New Jersey and N.S.P.C. latest adopted edition. The Contractor shall install the merchandise as per the drawings sketched out and attached to the contract. Any deviation from original sketch/layout shall be agreed upon by Contractor and Owner in writing.

Price: The parties agree that the job price includes delivery and applicable taxes. Price includes all material and labor specified in above proposal. A sixty percent (60%) initial deposit is required along with a signed contract in order for the contract to commence. The forty percent (40%) balance is due from Owner on day of completion. Owner agrees and understands that it is not necessary to get a final inspection for the job to be considered completed. Although \$100.00 may be withheld for final inspection.

Materials: The Contractor will provide the materials, supplies, equipment, services and labor necessary for the complete performance of this Contract. Unless otherwise agreed, all materials will be new and of good quality.

Custom Orders: All custom orders are non-cancelable and non-returnable once order has been placed by Contractor.

Returns: All returns must be authorized by Contractor and received in the original condition and packaging and is subject to a twenty five percent (25%) restocking charge.

Compliance with Laws: The Contractor will comply with all applicable Federal, State and Local laws regarding work, materials and the safety of person or property.

Disputes: The Owner and the Contractor agree that the Superior Court of New Jersey, Special Civil Part of the Law Division, Mercer County, has sole and exclusive jurisdiction over any controversy wherein either party seeks damages that are below fifteen thousand dollars (\$15,000.00). The parties agree to abide by the statutes and case law of the State of New Jersey. The Owner and Contractor further agree that for any dispute wherein either party seeks damages that are above fifteen thousand dollars (\$15,000.00), the parties agree to submit to binding arbitration with a retired Sate of New Jersey Superior Court Judge based on Mercer County New Jersey. As additional damages, the prevailing party in any dispute or settlement shall be reimbursed reasonable attorney's fees, interest at twelve percent (12%) per annum and cost of suit.

No Oral Changes: In accordance with N.J.S.C. 13:45A-16.2(12) this Contract shall only be changed or modified by an agreement in writing signed by both the Owner and the Contractor. No variations, alterations, deviations, deletions, or extra work may be made unless both the Owner and the Contractor specifically agree in writing.

Failure to Complete Work: The Contractor must properly and diligently complete the work provided for in this Contract. If the Contractor is not diligently completing the work, the Owner must notify the Contractor in writing of their reasonable expectations before Owner may complete the work by other means. In the event that any contingencies, now unforeseen such as the weather, labor stoppage, unavailability of supplies or materials, unavoidable casualties or any other reason beyond Contractors control that shall arrive which shall render temporarily impossible the performance of this agreement by the Contractor, the performance hereof shall be suspended temporarily until such impossibility is removed; and if such impossibility of performance by the Contractor shall continue for six months then it shall excuse performance by the Contractor and shall discharge both parties from all obligations under this contract.

Insurance: The Contractor shall maintain insurance coverage required under the Worker's Compensation Laws of New Jersey. In accordance with N.J.S.A. 56:8-142 the Contractor will provide general public liability insurance protecting the Owner from liability for injuries to persons or property, which occurs on or about the Property. The insurance provided minimum limits of not less than \$1,000,000.00 for injuries in any one occurrence.

Ownership of Materials: The Contractor owns all materials delivered to the job site until paid for by the Owner. The owner shall provide Contractor access to these materials at all reasonable times. Failure to provide access to material owned by the Contractor shall be considered a breach of this contract and Contractor shall be entitled to damages, including loss of profits.

Care of Property: The Contractor will protect the work, materials, property and adjacent property from damage or loss. The Contractor will also take proper precautions for the safety of the public. The Property will be kept free of waste, rubbish, and surplus materials. The Contractor will leave the Property "broom clean" but is not responsible for vacuuming. Small children and pets must be kept clear of work area at all times by the Owner.

Contractors Continuing Liability & Warranty: The Contractor will be liable only for defective, faulty, or improper materials or workmanship. Contractor warrants all work for a period of one year from the date of completion of the project. Upon written demand, the Contractor will within a reasonable time remedy all defects, faults or omissions and complete all unfinish work.

Notices: All notices under this contract shall be in writing. The notices to the Contractor shall be delivered personally, mailed by certified mail, return receipt requested or via facsimile with proof of receipt to the other party at the address written in this contract, the facsimile in this contract or to the party's Attorney, All correspondence from Contractor to Owner may be by email if Owner supplies email address to Contractor. All emails sent by Contractor shall be considered as received by Owner upon sending by Contractor. Contractor may also forward notices to Owner by regular mail at the address listed above for Owner.

Parties: Both the Owner and the Contractor are bound by this Contract. Also, all parties who lawfully succeed to their rights and responsibilities are bound.

Tindall & Ranson, Inc / Date

Owner / Date

Initial: _____
Page 2 of 3

Notice of Right of Rescission

TO BE SIGNED ONLY IF CANCELLING PREVIOUSLY SIGNED PROPOSAL

Required Notices to Owner: Pursuant to N.J.S.A. 56:8B-151(b) the Owner has the following rights.

YOU MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER:

1. SEND A SIGNED AND DATED WRITTEN NOTICE OR CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN REFCEIPT REQUESTED: OR
2. PERSONALLY, DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION TO TINDALL & RANSON PLUMBING HEATING & AIR CONDITIONING, 55 N. MAIN STREET, WINDSOR, NJ 08561

If you cancel this contract within the three-day period, you are intitles to a full refund of your deposit money. Refund must be made within 30 days of the Contractor's receipt of the cancellation notice.

New Jersey Division of Consumer Affairs toll free number: 800-242-5846.

Tindall & Ranson, Inc. / Date

Owner / Date

Tindall & Ranson Plumbing Heating & A/C, Inc.

P.O. Box 304
55 N. Main St.
Windsor, NJ 08561
609-924-3434
Fax: 609-897-9775

New Jersey License Numbers

Plumbing License: 8859 HVACR License: 0954 Contractors License: _13VHO1545000



PROPOSAL

TO: GRIGGS FARM ONE MONUMENT DRIVE PRINCETON NJ 08540	PHONE: 609-924-3822 JOB PHONE: JOB NAME/LOCATION: 163 GRIGGS DR	DATE: 2/14/25 PROPOSAL #: HVAC SLSMN/DEPT: CB Roof top unit
--	---	--

HEATPUMP AND AIR HANDLER REPLACEMENT (THIRD FLOOR/ ROOFTOP UNIT)

WE PROPOSE TO:

- REMOVE ONE EXISTING HEAT PUMP AND AIR HANDLER IN CLOSET AND FURNISH AND INSTALL ONE NEW RHEEM HEAT PUMP UNIT MODEL#RP14AZ24AJ2NA WITH 14 SEER EFFICIENCY, 2-TON CAPACITY WITH MATCHING AIR HANDLER MODEL #RH2TZ2417STANNJ ALL IN SAME LOCATIONS.
- INCLUDE ALL NECESSARY DUCT CONNECTIONS, REFRIGERANT PIPE CONNECTIONS WITH FLUSH KIT, CONDENSATE PIPE CONNECTIONS, FILTER RACK, ELECTRIC WIRING, NEW HONEYWELL T8 THERMOSTAT, CRANE AND EQUIPMENT PAD AS REQUIRED FOR A COMPLETE INSTALLATION, PLUS ONE YEAR LABOR WARRANTY.

OUR PRICE: \$11,592

ACCEPT: _____

NOTE: NO PERMIT FEES INCLUDED-TINDALL & RANSON WILL FILE PERMITS AND BILL CUSTOMER UPON RECEIPT FROM THE TOWNSHIP
 THERE IS A 5-YEAR PARTS WARRANTY WITH PRODUCT REGISTRATION WITHIN 60-DAYS OF INSTALLATION (TO BE DONE BY TINDALL & RANSON)
 THERE IS A STANDARD \$225 ELECTRIC ALLOWANCE INCLUDED

Payment to be made as follows:

- 60% DUE UPON SIGNING OF CONTRACT
- 40% BALANCE DUE UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. A maximum of \$100 may be withheld from final payment pending final inspections. AUTHORIZED SIGNATURE _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. DATE OF ACCEPTANCE: _____

ALL WORK WILL PROCEED WITHIN 30-DAYS AFTER RECEIVING PERMITS OR UPON MUTUAL AGREED DATE. WORK WILL BE COMPLETED WITHIN ONE YEAR OF STARTING WORK. INSURANCE CERTIFICATE IS ATTACHED. BUILDERS REGISTRATION #13VH01545000. THERE IS A THREE DAY RIGHT OF RESCIION TO CONTRACT AS PER THE STATE OF NEW JERSEY CONSUMER ACT.

SIGNATURE: _____ DATE: _____

55 N MAIN ST PO BOX 304 WINDSOR NJ 08561609-924-3434 ***FAX #609-897-9775**

WWW.TINDALLRANSON.COM

PLUMBING LICENSE #8859/ HVAC LICENSE #19HC-00095400

Work Dates: The Contractor will begin work no later than four weeks from the date this Contract is signed, and the deposit is paid. Contractor will complete within 30 days of the start date. The owner agrees that these dates may be lengthened to the extent that special orders take additional time to arrive. If Contractor must cut outside and inside provisions are not made the weather-related conditions may be cause to reschedule installation.

Work: The work to be performed is described on attached contract.

Plans: The work will be completed in accordance with the latest Uniform Construction Code of the State of New Jersey and N.S.P.C. latest adopted edition. The Contractor shall install the merchandise as per the drawings sketched out and attached to the contract. Any deviation from original sketch/layout shall be agreed upon by Contractor and Owner in writing.

Price: The parties agree that the job price includes delivery and applicable taxes. Price includes all material and labor specified in above proposal. A sixty percent (60%) initial deposit is required along with a signed contract in order for the contract to commence. The forty percent (40%) balance is due from Owner on day of completion. Owner agrees and understands that it is not necessary to get a final inspection for the job to be considered completed. Although \$100.00 may be withheld for final inspection.

Materials: The Contractor will provide the materials, supplies, equipment, services and labor necessary for the complete performance of this Contract. Unless otherwise agreed, all materials will be new and of good quality.

Custom Orders: All custom orders are non-cancelable and non-returnable once order has been placed by Contractor.

Returns: All returns must be authorized by Contractor and received in the original condition and packaging and is subject to a twenty five percent (25%) restocking charge.

Compliance with Laws: The Contractor will comply with all applicable Federal, State and Local laws regarding work, materials and the safety of person or property.

Disputes: The Owner and the Contractor agree that the Superior Court of New Jersey, Special Civil Part of the Law Division, Mercer County, has sole and exclusive jurisdiction over any controversy wherein either party seeks damages that are below fifteen thousand dollars (\$15,000.00). The parties agree to abide by the statutes and case law of the State of New Jersey. The Owner and Contractor further agree that for any dispute wherein either party seeks damages that are above fifteen thousand dollars (\$15,000.00), the parties agree to submit to binding arbitration with a retired State of New Jersey Superior Court Judge based on Mercer County New Jersey. As additional damages, the prevailing party in any dispute or settlement shall be reimbursed reasonable attorney's fees, interest at twelve percent (12%) per annum and cost of suit.

No Oral Changes: In accordance with N.J.S.C. 13:45A-16.2(12) this Contract shall only be changed or modified by an agreement in writing signed by both the Owner and the Contractor. No variations, alterations, deviations, deletions, or extra work may be made unless both the Owner and the Contractor specifically agree in writing.

Failure to Complete Work: The Contractor must properly and diligently complete the work provided for in this Contract. If the Contractor is not diligently completing the work, the Owner must notify the Contractor in writing of their reasonable expectations before Owner may complete the work by other means. In the event that any contingencies, now unforeseen such as the weather, labor stoppage, unavailability of supplies or materials, unavoidable casualties or any other reason beyond Contractors control that shall arrive which shall render temporarily impossible the performance of this agreement by the Contractor, the performance hereof shall be suspended temporarily until such impossibility is removed; and if such impossibility of performance by the Contractor shall continue for six months then it shall excuse performance by the Contractor and shall discharge both parties from all obligations under this contract.

Insurance: The Contractor shall maintain insurance coverage required under the Worker's Compensation Laws of New Jersey. In accordance with N.J.S.A. 56:8-142 the Contractor will provide general public liability insurance protecting the Owner from liability for injuries to persons or property, which occurs on or about the Property. The insurance provided minimum limits of not less than \$1,000,000.00 for injuries in any one occurrence.

Ownership of Materials: The Contractor owns all materials delivered to the job site until paid for by the Owner. The owner shall provide Contractor access to these materials at all reasonable times. Failure to provide access to material owned by the Contractor shall be considered a breach of this contract and Contractor shall be entitled to damages, including loss of profits.

Care of Property: The Contractor will protect the work, materials, property and adjacent property from damage or loss. The Contractor will also take proper precautions for the safety of the public. The Property will be kept free of waste, rubbish, and surplus materials. The Contractor will leave the Property "broom clean" but is not responsible for vacuuming. Small children and pets must be kept clear of work area at all times by the Owner.

Contractors Continuing Liability & Warranty: The Contractor will be liable only for defective, faulty, or improper materials or workmanship. Contractor warrants all work for a period of one year from the date of completion of the project. Upon written demand, the Contractor will within a reasonable time remedy all defects, faults or omissions and complete all unfinished work.

Notices: All notices under this contract shall be in writing. The notices to the Contractor shall be delivered personally, mailed by certified mail, return receipt requested or via facsimile with proof of receipt to the other party at the address written in this contract, the facsimile in this contract or to the party's Attorney, All correspondence from Contractor to Owner may be by email if Owner supplies email address to Contractor. All emails sent by Contractor shall be considered as received by Owner upon sending by Contractor. Contractor may also forward notices to Owner by regular mail at the address listed above for Owner.

Parties: Both the Owner and the Contractor are bound by this Contract. Also, all parties who lawfully succeed to their rights and responsibilities are bound.

Tindall & Ranson
Tindall & Ranson, Inc / Date

Owner / Date



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-083

Agenda Date: 3/9/2026

Agenda #: 12.

Resolution of the Mayor and Council of Princeton Authorizing a Special Event for JaZams to Hold a 30th Block Party on Sunday, June 21, 2026

WHEREAS, Princeton has adopted a “Sunday Events Policy” that requires an organization to request permission to hold an event on a Sunday; and

WHEREAS, JaZams has requested permission from the Mayor and Council of Princeton to hold their 30th Annual Block Party on Sunday, June 21st, 2026 from 3:00 p.m. to 9:00 p.m. The event will require the closure of Palmer Square West from 3:00 p.m. to 9:00 p.m.; and

WHEREAS, a complete application was filed with the Municipal Clerk, and the Clerk forwarded the application to the Chief of Police; and

WHEREAS, after giving due consideration to the recommendation of the Chief of Police, the final determination as to whether a permit shall be issued shall be made by the Council; and

WHEREAS, the Chief of Police’s findings are that the conduct of the event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route, the concentration of participants will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly area, and the concentration of persons, animals, and vehicles at the assembly point of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly area.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton that the Governing Body does hereby approve and give permission for JaZams to hold their 30th Block Party on Sunday, June 21st, 2026 from 3:00 p.m. to 9:00 p.m. contingent upon adherence to the provisions set forth by the Princeton Police Department including but not limited to traffic control and security.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-084

Agenda Date: 3/9/2026

Agenda #: 13.

Resolution of the Mayor and Council of Princeton Approving Emergency Temporary Appropriations for the 2026 Current Fund Budget

WHEREAS, an emergent 2026 condition has arisen with respect to the 2026 Current Fund Budget, due to the lack of an adopted 2026 Current Fund Budget and no adequate provision has been made in the 2026 temporary budget for appropriations for the next several months, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

WHEREAS, the total emergency temporary resolutions adopted in the year 2026 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including the original 2026 temporary budget and this resolution total \$56,432,000

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made as per the attached appropriations in the amount of \$20,856,000
2. That the emergency temporary appropriation has been provided for in the 2026 Budget under the said title.
3. That one certified copy of this resolution be filed with the Director of the Division of Local Government Services.



Sandra Webb
Office of the Chief Financial Officer
Princeton Municipal Building
400 Witherspoon Street
Princeton, NJ 08540
609-924-9183
609-688-2033 (fax)
www.princetonnj.gov

Date: March 3, 2026

To: Mayor & Council

From: Sandra Webb, Chief Financial Officer

Re: Resolution for Current Fund, Affordable Housing Utility Fund and Parking Utility Fund Emergency Temporary Budgets

On Council's agenda for March 9th are resolutions authorizing emergency temporary budget appropriations for Current Fund, Parking Utility Fund and Affordable Housing Utility Fund. These types of resolutions are allowed pursuant to NJSA 40A:4-20. This statute allows contracts, commitments or payments to be made between the beginning of the current fiscal year and the date of adoption of the budget for the current year. These resolutions are similar to the type approved earlier in the year except we are not limited by a certain percentage in terms of what the amounts can be.

Princeton Budget Appropriations

APPROPRIATIONS	2026
GENERAL GOVERNMENT	Emer. Temp.
Mayor & Council	
Salaries and Wages	31,000.00
Other Expenses	8,000.00
Administrative and Executive	
Salaries and Wages	135,000.00
Other Expenses	300,000.00
Municipal Clerk	
Salaries and Wages	116,000.00
Other Expenses	12,000.00
Human Resources (Personnel)	
Other Expenses	88,000.00
Information Technology	
Salaries and Wages	98,000.00
Other Expenses	440,000.00
Call Center	
Salaries and Wages	31,000.00
Other Expenses	1,000.00
Financial Administration	
Salaries and Wages	257,000.00
Miscellaneous Other Expenses	10,000.00
Assessment of Taxes	
Salaries and Wages	75,000.00
Other Expenses	49,000.00
Collection of Taxes	
Salaries and Wages	86,000.00
Other Expenses	5,000.00
Legal Services and Costs	
Other Expenses	440,000.00
Municipal Prosecutor	
Other Expenses	27,000.00
Engineering Services and Costs	
Salaries and Wages	422,000.00
Other Expenses	15,000.00
Legal Services	
Defense of Tax Appeals	50,000.00
Municipal Court	
Salaries and Wages	176,000.00
Other Expenses	9,000.00
Public Defender	

Other Expenses	20,000.00
Public Buildings and Grounds	
Salaries and Wages	315,000.00
Other Expenses	115,000.00
Municipal Land Use Law	
Planning Board	
Salaries and Wages	630,000.00
Other Expenses	88,000.00
Environmental Commission	
Salaries and Wages	1,000.00
Other Expenses	1,000.00
Zoning Board	
Salaries and Wages	115,000.00
Other Expenses	9,000.00
Sustainable Princeton	
Other Expenses	40,000.00
Historic Sites Office	
Salaries and Wages	1,000.00
Other Expenses	16,000.00
Insurance	
Liability Insurance	975,000.00
Workers Compensation Insurance	360,000.00
Employee Group Insurance	2,300,000.00
PUBLIC SAFETY	
Fire	
Salaries and Wages	425,000.00
Other Expenses	
Fire Hydrant Service	236,000.00
Miscellaneous Other Expenses	104,000.00
Fire Facilities	45,000.00
Police	
Salaries and Wages	2,740,000.00
Other Expenses	175,000.00
Police Dispatch 911	
Salaries and Wages	275,000.00
Other Expenses	4,000.00
Fire Inspectors / Uniform Fire Safety	
Salaries and Wages	214,000.00
Other Expenses	10,000.00
Emergency Management Services	
Salaries and Wages	44,000.00
Other Expenses	7,000.00
Rental Housing Inspection	
Salaries and Wages	51,000.00
STREETS AND ROADS	

Road Repair and Maintenance	
Salaries and Wages	625,000.00
Other Expenses	200,000.00
Street Lighting	
Other Expenses	117,000.00
Vehicle Maintenance	
Salaries and Wages	147,000.00
Other Expenses	109,000.00
Maintenance of Sewerage Facilities	
Salaries and Wages	403,000.00
Other Expenses	105,000.00
Garbage and Trash Removal	
Other Expenses	1,000,000.00
HEALTH AND WELFARE	
Board of Health	
Salaries and Wages	221,000.00
Other Expenses	27,000.00
Other Expenses - Flu Program	6,000.00
Animal Control	
Salaries and Wages	36,000.00
Other Expenses	1,000.00
Save Boarding Costs & Animal Care	
Other Expenses	2,000.00
Deer Management Program	
Salaries and Wages	35,000.00
Other Expenses	190,000.00
Parks & Playgrounds	
Other Expenses	87,000.00
RECREATION AND EDUCATION	
Recreation Department	
Salaries and Wages	350,000.00
Other Expenses	20,000.00
Celebration of Public Events	
Other Expenses	1,000.00
Senior Citizens Program	
Other Expenses	105,000.00
Department of Human Services	
Salaries and Wages	208,000.00
Other Expenses	48,000.00
Unclassified	
Utilities	
Gasoline	123,000.00
Telephone	100,000.00
Electric & Gas	105,000.00
Natural Gas	35,000.00

Water	9,000.00
Statutory Expenditures	
Contribution to:	
Social Security System	415,000.00
Defined Contribution Retirement Plan	14,000.00
 OPERATIONS - EXCLUDED FROM CAP	
Maintenance of Free Public Library	1,741,000.00
Stony Brook Regional Sewerage Authority	1,812,000.00
Stony Brook Sewer Industrial User Fee	12,000.00
 Total Appropriations	 20,606,000.00
 Capital Improvements	
Capital Improvement Fund	250,000.00
 TOTAL GENERAL APPROPRIATION	 20,856,000.00



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-085

Agenda Date: 3/9/2026

Agenda #: 14.

Resolution of the Mayor and Council of Princeton Approving Emergency Temporary Appropriations for the 2026 Affordable Housing Utility Fund Budget

WHEREAS, the total emergency temporary resolutions adopted in the year 2026 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including the original 2026 temporary budget and this resolution total \$355,000

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made as follows in the amount of \$153,000

Affordable Housing Utility - Salary & Wages	\$ 40,000
Affordable Housing Utility - Other Expenses	\$113,000

2. That the emergency temporary appropriation has been provided for in the 2026 Budget under the said title.

3. That one certified copy of this resolution be filed with the Director of the Division of Local Government Services.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-086

Agenda Date: 3/9/2026

Agenda #: 15.

Resolution of the Mayor and Council of Princeton Approving Emergency Temporary Appropriations for the 2026 Parking Utility Fund Budget

WHEREAS, an emergent 2026 condition has arisen with respect to the 2026 Parking Utility Fund Budget, due to the lack of an adopted 2026 Parking Utility Fund Budget and no adequate provision has been made in the 2026 temporary budget for appropriations for the next several months, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

WHEREAS, the total emergency temporary resolutions adopted in the year 2026 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including the original 2026 temporary budget and this resolution total \$2,475,000

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made as follows in the amount of \$560,000

Parking Utility - Salary & Wages	\$210,000
Parking Utility - Other Expenses	\$350,000

2. That the emergency temporary appropriation has been provided for in the 2026 Budget under the said title.

3. That one certified copy of this resolution be filed with the Director of the Division of Local Government Services.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-087

Agenda Date: 3/9/2026

Agenda #: 16.

Resolution of the Mayor and Council of Princeton Approving Transfers in Accordance with N.J.S.A. 40A:4-59

WHEREAS, N.J.S.A. 40A:4-59 provides that all unexpended balances carried forward after the close of the year are available, until lapsed at the succeeding year, to meet specific claims, commitments or contracts incurred during the preceding fiscal year, and allow transfers to be made from unexpended balances which are expected to be insufficient during the first three months of the succeeding year;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Princeton, County of Mercer, State of New Jersey that in accordance with the provisions of N.J.S.A. 40A:4-59, that transfers be made between the 2025 Budget Appropriation Reserves as follows:

From	To	
Salary & Wage Adjustment	Police - Salary & Wages	\$240,000
Administration - Other Expenses	Legal - Other Expenses	\$125,000
Group Insurance	Legal - Other Expenses	\$ 60,000

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded by the Municipal Clerk to the Chief Financial Officer.



MUNICIPALITY ^{UN} PRINCETON

Office of the Chief Financial Officer

400 Witherspoon Street

Princeton, NJ 08540

(609) 924-5176

swebb@princetonnj.gov

Date: March 3, 2026
To: Mayor & Council
FROM: Sandra Webb
Chief Financial Officer
Re: Resolution for Transfers

On Mayor & Council's agenda for March 9th is a resolution authorizing transfers between current appropriations. This type of resolution is only allowed by State Statute to be done the first three months of the year.

The transfers into accounts are necessary due to the following:

Police – Salary & Wages are for due to the settlement of the PBA contract.

Legal Services & Costs - Other Expenses are for legal services related to special environmental matters at River Road, redevelopment, planning & affordable housing & labor issues / contracts.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-088

Agenda Date: 3/9/2026

Agenda #: 17.

Resolution of the Mayor and Council of Princeton Authorizing the Execution of a Temporary Use and Occupancy Agreement with Princeton Senior Resource Center, Inc. DBA Center for Modern Aging Princeton

WHEREAS, the Princeton Senior Resource Center, Inc. DBA Center for Modern Aging Princeton (also "PSRC") is a non-profit corporation established under Internal Revenue Service Code Section 501(c)(3) which offers numerous resources to assist aging adults continue to be a part of the community, including the operation of the Center for Modern Aging Princeton ("CMAP"), located at 101 Poor Farm Road in Princeton, New Jersey ("the CMAP Facility"); and

WHEREAS, the CMAP Facility has recently suffered water damage due to severe weather conditions which prevents the CMAP Facility from its operations; and

WHEREAS, Princeton Council finds that providing office space at Princeton's Monument Hall to PSRC on a temporary basis will assist PSRC as it continues to operate and run CMAP programming until the CMAP Facility is able to re-open and operate normally, is in the community's interests; and

WHEREAS, the Board of PSRC and Princeton Council seek to memorialize the temporary use of office space at Monument Hall by executing a temporary use and occupancy agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute a temporary use and occupancy agreement with the Princeton Senior Resource Center, Inc. DBA Center for Modern Aging Princeton, consistent with this Resolution and the above "Whereas" clauses.
2. Use of office space by PSRC for the purposes set forth herein prior to the date of this Resolution are hereby approved and ratified.
3. The temporary use and occupancy shall continue until the repairs on the CMAP Facility are completed, which is anticipated to be on or around June 30, 2026; the term may be extended on a month-to-month basis by the Princeton Administrator.



MUNICIPALITY ^{UN} PRINCETON

Department of Health &
Community Services
Health Department

1 Monument Drive
Princeton, NJ 08540
(609) 497-7608

healthdepartment@princetonnj.gov

To: Mayor and Council
Bernard Hvozdovic, Jr., Administrator
Dawn Mount, Clerk
From: Jeffrey C. Grosser, Deputy Administrator | Health Officer
Date: March 9, 2026
Subject: Temporary Use and Occupancy Agreement

Following water damage that has temporarily closed the Center for Modern Aging Princeton facility, the Municipality has entered into a Temporary Use and Occupancy Agreement with the Princeton Senior Resource Center DBA Center for Modern Aging Princeton (PSRC).

The Agreement permits PSRC to use designated office space at Monument Hall solely for administrative and related operations through June 30, 2026, or until its facility reopens. PSRC will use its own furnishings, is responsible for any damage caused during its occupancy, and must maintain appropriate insurance coverage naming the Municipality as an additional insured, along with indemnification obligations.

This temporary accommodation ensures continuity of services while repairs to PSRC's primary facility are completed.

Sincerely,

Jeffrey C. Grosser, MHS, HO, CPM
Deputy Administrator/Health Officer

TEMPORARY USE AND OCCUPANCY AGREEMENT

THIS TEMPORARY USE AND OCCUPANCY AGREEMENT (“Agreement”), made the 9th day of March 2026, by and between the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey 08540 (“PRINCETON”) and PRINCETON SENIOR RESOURCE CENTER, INC. DBA CENTER FOR MODERN AGING PRINCETON, a non-profit corporation of the State of New Jersey, with offices at 101 Poor Farm Road, Building B, Princeton, New Jersey 08540 (“PSRC”, and collectively with PRINCETON, the “Parties”).

WITNESS

WHEREAS, PSRC is a non-profit corporation established under Internal Revenue Service Code Section 501(c)(3), which offers numerous resources to assist aging adults continue to be a part of the community, including the operation of the Center for Modern Aging Princeton (“CMAP”), located at 101 Poor Farm Road, Building B, in Princeton, New Jersey (“the CMAP Facility”); and

WHEREAS, the CMAP Facility has recently suffered significant water damage due to severe weather conditions which prevents the CMAP Facility from its use, occupancy and operation; and

WHEREAS, by resolution adopted on March 9, 2026, Princeton Council authorized execution of a temporary use and occupancy agreement for PSRC’s use of office space at real property owned by Princeton with an address of Monument Hall, 1 Monument Drive, Princeton New Jersey (“the Property”), to assist PSRC until the CMAP Facility is able to re-open and operate normally; and

WHEREAS, PSRC and Princeton Council seek to memorialize the temporary use of office space at the Property by executing this Agreement.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties hereby agree as follows:

1. Use and Occupancy Identified
PRINCETON hereby authorizes PSRC to utilize certain office space at the Property (“Office Space”), subject to the following:
 - a. The purpose of the Office Space provided herein shall be to enable PSRC personnel to conduct its normal administrative, professional and business operations. This may include, from time to time, use of the Office Space to meet with volunteers and visitors.
 - b. The specific areas to be utilized as Office Space shall be as identified and agreed between the Parties. PSRC shall use its own office furniture during

the term of this Agreement. PRINCETON shall have the right to designate alternative space at the Property for PSRC's use upon reasonable notice to PSRC, should it be in PRINCETON's interest to do so.

- c. PRINCETON shall provide six key cards to PSRC personnel to enable PSRC to access the Office Space during its regular business hours. PSRC shall notify PRINCETON of its regular business hours and any changes to those regular hours.
- d. PSRC shall be permitted to utilize up to six parking spaces in the Property's parking lot.
- e. PSRC shall be responsible for any damage to the Office Space or any portion of the Property caused by it or its employees, volunteers or visitors during PSRC's use and occupancy. PSRC agrees to return the Office Space to its original condition at the end of this Agreement, reasonable wear and tear excepted.
- f. No legal title or leasehold interest in the Office Space or the Property shall be deemed or construed, created or vested in PSRC by this Agreement. PSRC shall occupy the Office Space as a licensee.

2. Term

PSRC's use and occupancy of the Office Space shall continue until June 30, 2026 or whenever PSRC's need for the Office Space terminates, whichever first occurs. The Parties may continue this use and occupancy on a month-to-month basis beyond June 30, 2026 upon the written approval of the Princeton Administrator.

3. Insurance and Hold Harmless Agreement

- a. PSRC agrees to maintain insurance covering its employees, officers, volunteers, consultants and visitors utilizing, accessing and visiting the Office Space, and shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation and employer's liability insurance coverage as is customary for the use and occupancy permitted under this Agreement. PRINCETON, and its officers, employees and agents, shall be listed as additional insured on such policies.
- b. PSRC shall defend, indemnify and hold harmless PRINCETON, its officers, employees and agents from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with PSRC'S acts or omissions, or those of its officers, employees, volunteers, consultants and visitors, in connection with its use and occupancy of the Office Space.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

MUNICIPALITY OF PRINCETON

Dawn M. Mount, Clerk

By: _____
Mark Freda, Mayor

ATTEST:

**PRINCETON SENIOR RESOURCE CENTER,
INC. DBA CENTER FOR MODERN AGING
PRINCETON**

By: _____



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-089

Agenda Date: 3/9/2026

Agenda #: 18.

Resolution of the Mayor and Council of Princeton Authorizing an Increase of \$1,000.00 to the Contract with The Valley Butcher LLC for Deer Processing Services for a New Amount Not to Exceed \$21,625.00

WHEREAS, by Resolution 25-406 adopted on December 8, 2025, Princeton Council ratified a contract with The Valley Butcher LLC for Deer Processing Services during 2026 for an amount not to exceed \$20,625.00; and

WHEREAS, due to a higher-than-anticipated number of deer processed during the 2026 program, an increase of \$1,000.00 to the contract amount is necessary; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services from 01-201-27-343-282.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Council, or their designee, hereby authorize the first amendment to the agreement originally authorized by 25-406 on December 8, 2025, to increase the not to exceed amount by \$1,000.00 for a new not to exceed amount of \$21,625.00.
2. All remaining provisions of the original agreement not otherwise amended by or inconsistent herewith shall remain in full force and effect.
3. A copy of this resolution will be kept on file in the Office of the Clerk.

ATTEST:

THE MUNICIPALITY OF PRINCETON

By: _____

By: _____

ATTEST:

THE VALLEY BUTCHER LLC

File #: R-26-089

Agenda Date: 3/9/2026

Agenda #: 18.

By: _____

By: _____



MUNICIPALITY PRINCETON

Department of Health &
Community Services
Health Department

1 Monument Drive
Princeton, NJ 08540
(609) 497-7608

healthdepartment@princetonnj.gov

To: Mayor and Council
Bernard Hvozdovic, Jr., Administrator
Dawn Mount, Clerk

From: Jeffrey C. Grosser, Deputy Administrator | Health Officer

Date: March 9, 2026

Subject: Resolution Amending 2026 Deer Processing Services Agreement

This memorandum summarizes an amendment to the 2026 Deer Processing Services Agreement between the Municipality of Princeton and The Valley Butcher LLC in connection with Princeton's annual Deer Management Program.

Under the original agreement, the Vendor provides deer carcass receipt, field dressing, processing, recordkeeping, and delivery of venison to an approved food bank at a rate of \$165.00 per deer, for a total not to exceed \$20,625.00 (based on an estimated 115 deer).

Due to a higher-than-anticipated number of deer harvested during the 2026 program, this amendment increases the contract amount by no more than \$1,000.00 (not to exceed \$21,625.00) to cover the additional processing services required. All other terms and conditions of the agreement, including scope of services, indemnification, compliance requirements, and payment procedures, remain unchanged.

This amendment ensures continuity of processing services and donation of venison while maintaining compliance with the Local Public Contracts Law.

Sincerely,

Jeffrey C. Grosser, MHS, HO, CPM
Deputy Administrator/Health Officer



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-090

Agenda Date: 3/9/2026

Agenda #: 19.

Resolution of the Mayor and Council of Princeton Authorizing Release of a Performance Guarantee in the Amount of \$29,769.00 to Nelson Spring, LLC for the Major Site Plan of 45 Spring Street

WHEREAS, *Nelson Spring, LLC* has made a formal request for release of the performance guarantee currently held by the Municipality of Princeton for private and public improvements in conjunction with the project known as *Major Site Plan of 45 Spring Street*; and

WHEREAS, the Land Use Engineer has determined that the project is complete; and

WHEREAS, the Land Use Engineer recommends that the request for release of the performance guarantee in the amount of \$25,044.40 comprised of a cash portion in the amount of \$2,504.40 and performance bond in the amount of \$22,540.00, plus accrued interest, if any, covering the public improvements in conjunction with the project known as *Major Site Plan of 45 Spring Street* be approved and that the performance guarantee be released.

WHEREAS, there exist no public improvements for which a Maintenance Guarantee is required, the Land Use Engineer further recommends that the inspection fees escrow in the amount of \$1,252.20, less fees incurred for inspection plus accrued interest, if any, in conjunction with the project known as the project known as *Major Site Plan of 45 Spring Street* also be released.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Princeton that the request for release of the performance guarantee in the amount of \$25,044.40 and associated inspection fees escrow covering the improvements in conjunction with the project known as *Major Site Plan of 45 Spring Street*, is approved and the release of the performance guarantee and any accrued interest is authorized.



MUNICIPALITY OF PRINCETON

Department of Infrastructure & Operations

400 Witherspoon Street
Princeton, NJ 08540
(609) 921-7077

engineering@princetonnj.gov

MEMORANDUM

To: Bernard Hvozdovic, *Princeton Administrator*
From: James J. Purcell, PE, *Acting Land Use Engineer*
Subject: Release of Performance guarantee
Application of Nelson Spring LLC
Major Site Plan
45 Spring Street
Block 27.04, Lot 20
Escrow #19-719 & #19-720
Date: March 3, 2026

- | | | | | | | | |
|-------------------------------------|-----------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-----------|
| <input checked="" type="checkbox"/> | Performance Guarantee | <input type="checkbox"/> | Reduction | <input checked="" type="checkbox"/> | Release | <input type="checkbox"/> | Extension |
| <input type="checkbox"/> | Maintenance Guarantee | <input type="checkbox"/> | Acceptance | <input type="checkbox"/> | Release | <input type="checkbox"/> | Extension |
| <input checked="" type="checkbox"/> | Inspection Fees | <input type="checkbox"/> | Reduction | <input checked="" type="checkbox"/> | Release | | |
| <input type="checkbox"/> | Completion Time | | <input type="checkbox"/> | Extension | <input type="checkbox"/> | Status Report | |

This office received a request to release the Performance Guaranty from the applicant in reference to the above project. The information on file prior to this request is as follows:

Performance Guarantee:

Expiration Date:	n/a	Bond Amount:	\$22,540.00
Issued by:	First Indemnity of America Insurance Company		
Bond No.:	CT024116		
Cash Amount:	\$2,504.00		

Inspection Fees:

Amount:	\$1,252.20	Reduction:	
		Remainder:	

All work for the above referenced project has been satisfactorily completed. It is therefore recommended that the performance guarantee and the associated inspection fees, less completed inspection costs plus accrued interest, if any, be released. Whereas the improvements did not include any public improvements, a maintenance guarantee is not required for this project.

If you have any questions concerning this matter, please feel free to contact us.

cc: Mayor and Council
Deanna Stockton, Deputy Administrator
Dawn Mount, Municipal Clerk



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-091

Agenda Date: 3/9/2026

Agenda #: 20.

Resolution of the Mayor and Council of Princeton Authorizing the Award of a Bid Contract to Sunset Creations, Inc. for 2026 Spring Tree Planting for an Amount Not to Exceed \$65,555.00

WHEREAS, in response to a Notice to Bidders duly advertised pursuant to N.J.S.A. 40A:11-1 et seq. on January 30, 2026, Princeton received and publicly opened six (6) bids for the 2026 Spring Tree Planting bid; and

WHEREAS, Princeton discovered errors in calculations in the bids submitted by Sunset Creations, Inc., SJC Lawncare, Inc., Anthony's Affordable Tree Care, and Custom Landscaping and Lawn Care, Inc., which were resolved through Princeton's bid tabulation in accordance with the Instructions to Bidders, resulting in the following submissions:

1. \$65,555.00 from Sunset Creations Inc. of Belle Mead, New Jersey
2. \$69,775.00 from SJC Lawncare, Inc. of Cranford, New Jersey
3. \$70,762.50 from Anthony's Affordable Tree Care of Washington, New Jersey
4. \$75,000.00 from Clarke Moynihan Landscaping and Construction, LLC of Lafayette, New Jersey
5. \$109,760.00 from Biome Ground and Water LLC of New Egypt, New Jersey
6. \$422,350.00 from Custom Landscaping and Lawn Care, Inc. of Monroe, New Jersey

WHEREAS, department personnel have reviewed the bids and determined that the bid submitted by Sunset Creations, Inc. is the lowest responsible and responsive bid and recommend that a contract for 2026 Spring Tree Planting be awarded to Sunset Creations, Inc.; and

WHEREAS, the Certified Financial Officer certifies that Princeton has appropriated sufficient funds for these services in budget account 04-215-25-006-075-301.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton, County of Mercer, State of New Jersey, as follows:

1. The Mayor and Council are hereby authorized and directed to enter into an agreement with Sunset Creations, Inc. for 2026 Spring Tree Planting for an amount not to exceed \$65,555.00 in accordance with the specifications, terms, and conditions within the Bid Documents.
2. The Contract and Bid Documents will be kept on file in the Office of the Clerk.



MUNICIPALITY OF PRINCETON

Department of Infrastructure
& Operations

400 Witherspoon Street

Princeton, NJ 08540

(609) 921-7077

engineering@princetonnj.gov

MEMORANDUM

To: Mayor and Council
From: Taylor Sapudar, *Municipal Arborist, LTE #621*
Subject: Bid Award Recommendation for the Princeton Spring 2026 Planting Project
Date: March 5, 2026

On February 25, 2026, the Department of Infrastructure and Operations received six (6) bids for the Princeton Spring 2026 Planting Project. The responsible and responsive low bidder is Sunset Creations, Inc. of Belle Mead, New Jersey with a total bid of \$65,555. Sunset Creations has successfully completed numerous tree planting contracts with Princeton.

The Spring Planting Project mainly provides new trees for vacant planting pits, primarily where trees being removed for poor condition, disease, and / or insect outbreaks. Block planting will occur on Mount Lucas Road and Van Dyke Road. In addition to block planting and street tree plantings, trees will be planted in various parks throughout the municipality to replace trees removed throughout 2025. In Smoyer Park, multiple ash trees were removed due to poor condition. Native hardwood trees will be planted along the walking trail as a part of the Spring 2026 Planting Project. A total of 150 trees will be planted under this contract.

I recommend the award of the contract for the Princeton Spring 2026 Planting Project to Sunset Creations, Inc., with a total bid of \$65,555.

2026 SPRING TREE PLANTING BID TABULATION

ITEM #	LOCATION	TYPE	QTY.	SUNSET CREATIONS		SJC LAWN CARE, INC.		ANTHONY'S AFFORDABLE TREE CARE		CLARKE MOYNIHAN LANDSCAPING AND CONSTRUCTION, LLC		BIOME GROUND AND WATER LLC		CUSTOM LANDSCAPING AND LAWN CARE, INC.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	55 Aiken Ave, Harrison Street Park	(1) 2.5"-3" Willow Oak, Quercus phellos' ***Commemorative Tree***	1	\$ 410.00	\$ 410.00	\$ 437.00	\$ 437.00	\$ 427.50	\$ 427.50	\$ 500.00	\$ 500.00	\$ 725.00	\$ 725.00	\$ 740.00	\$ 740.00
2	56 Balcort Drive	(1) 2.5"-3" Blackgum, Nyssa Sylvatica	1	\$ 465.00	\$ 465.00	\$ 462.00	\$ 462.00	\$ 412.50	\$ 412.50	\$ 500.00	\$ 500.00	\$ 725.00	\$ 725.00	\$ 815.00	\$ 815.00
3	49 Birch Avenue	(1) 2.5"-3" Ginkgo, Ginkgo biloba	1	\$ 500.00	\$ 500.00	\$ 632.00	\$ 632.00	\$ 637.50	\$ 637.50	\$ 500.00	\$ 500.00	\$ 815.00	\$ 815.00	\$ 1,325.00	\$ 1,325.00
4	98 Birch Avenue	(1) 2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	\$ 435.00	\$ 435.00	\$ 437.00	\$ 437.00	\$ 412.50	\$ 412.50	\$ 500.00	\$ 500.00	\$ 695.00	\$ 695.00	\$ 885.00	\$ 885.00
5	102 Birch Avenue	(1) 2.5"-3" Paperbark Maple, Acer griseum	1	\$ 500.00	\$ 500.00	\$ 632.00	\$ 632.00	\$ 682.50	\$ 682.50	\$ 500.00	\$ 500.00	\$ 815.00	\$ 815.00	\$ 885.00	\$ 885.00
6	133 Birch Avenue	(1) 2.5"-3" American Yellowwood, Cladrastris kentuckea	1	\$ 440.00	\$ 440.00	\$ 437.00	\$ 437.00	\$ 525.00	\$ 525.00	\$ 500.00	\$ 500.00	\$ 725.00	\$ 725.00	\$ 740.00	\$ 740.00
7	88 Caldwell Drive	(2) 2.5"-3" Red Maple, Acer rubrum	2	\$ 410.00	\$ 820.00	\$ 422.00	\$ 844.00	\$ 487.50	\$ 975.00	\$ 500.00	\$ 1,000.00	\$ 675.00	\$ 1,350.00	\$ 1,325.00	\$ 2,650.00
8	74 Christopher Drive	(1) 2.5"-3" Sweetgum, Liquidambar styraciflua	1	\$ 430.00	\$ 430.00	\$ 437.00	\$ 437.00	\$ 412.50	\$ 412.50	\$ 500.00	\$ 500.00	\$ 675.00	\$ 675.00	\$ 740.00	\$ 740.00
9	68 Drakes Corner Road	(3) 2.5"-3" Swamp White Oak, Quercus bicolor	3	\$ 410.00	\$ 1,230.00	\$ 437.00	\$ 1,311.00	\$ 412.50	\$ 1,237.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,215.00	\$ 6,645.00
10	68 Erdman Drive	(2) 2.5"-3" Japanese Tree Lilac, Syringa reticulata	2	\$ 425.00	\$ 850.00	\$ 437.00	\$ 874.00	\$ 412.50	\$ 825.00	\$ 500.00	\$ 1,000.00	\$ 695.00	\$ 1,390.00	\$ 1,800.00	\$ 3,600.00
11	Farmview Fields, Prettybrook and Great Road	(5) 2.5"-3" Swamp White Oak, Quercus bicolor	5	\$ 400.00	\$ 2,000.00	\$ 437.00	\$ 2,185.00	\$ 412.50	\$ 2,062.50	\$ 500.00	\$ 2,500.00	\$ 725.00	\$ 3,625.00	\$ 3,700.00	\$ 18,500.00
12	Farmview Fields, Prettybrook and Great Road	(3) 2.5"-3" Blackgum, Nyssa Sylvatica	3	\$ 440.00	\$ 1,320.00	\$ 462.00	\$ 1,386.00	\$ 412.50	\$ 1,237.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,450.00	\$ 7,350.00
13	Farmview Fields, Prettybrook and Great Road	(3) 2.5"-3" Eastern Redbud, Cercis canadensis	3	\$ 440.00	\$ 1,320.00	\$ 532.00	\$ 1,596.00	\$ 562.50	\$ 1,687.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,655.00	\$ 7,965.00
14	Greenway Meadows, Rosedale Road	(3) 2.5"-3" Eastern Redbud, Cercis canadensis	3	\$ 440.00	\$ 1,320.00	\$ 532.00	\$ 1,596.00	\$ 562.50	\$ 1,687.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,655.00	\$ 7,965.00
15	Greenway Meadows, Rosedale Road	(3) 2.5"-3" Serviceberry, Amelanchier canadensis	3	\$ 475.00	\$ 1,425.00	\$ 487.00	\$ 1,461.00	\$ 525.00	\$ 1,575.00	\$ 500.00	\$ 1,500.00	\$ 795.00	\$ 2,385.00	\$ 2,655.00	\$ 7,965.00
16	10 Hunter Road	(1) 2.5"-3" Willow Oak, Quercus phellos	1	\$ 400.00	\$ 400.00	\$ 437.00	\$ 437.00	\$ 427.50	\$ 427.50	\$ 500.00	\$ 500.00	\$ 725.00	\$ 725.00	\$ 740.00	\$ 740.00
17	306 Jefferson Road	(2) 2.5"-3" Eastern Redbud, Cercis canadensis	2	\$ 460.00	\$ 920.00	\$ 532.00	\$ 1,064.00	\$ 562.50	\$ 1,125.00	\$ 500.00	\$ 1,000.00	\$ 725.00	\$ 1,450.00	\$ 1,800.00	\$ 3,600.00
18	246 John Street	(1) 2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	\$ 435.00	\$ 435.00	\$ 437.00	\$ 437.00	\$ 412.50	\$ 412.50	\$ 500.00	\$ 500.00	\$ 695.00	\$ 695.00	\$ 885.00	\$ 885.00
19	254 John Street	(1) 2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	\$ 435.00	\$ 435.00	\$ 437.00	\$ 437.00	\$ 412.50	\$ 412.50	\$ 500.00	\$ 500.00	\$ 695.00	\$ 695.00	\$ 885.00	\$ 885.00
20	166 Library Place, Planted on Lafayette Island	(2) 2.5"-3" Swamp White Oak, Quercus bicolor	2	\$ 410.00	\$ 820.00	\$ 437.00	\$ 874.00	\$ 412.50	\$ 825.00	\$ 500.00	\$ 1,000.00	\$ 725.00	\$ 1,450.00	\$ 1,475.00	\$ 2,950.00
21	133 Lambert Drive	(2) 2.5"-3" Red Maple, Acer rubrum	2	\$ 410.00	\$ 820.00	\$ 422.00	\$ 844.00	\$ 487.50	\$ 975.00	\$ 500.00	\$ 1,000.00	\$ 675.00	\$ 1,350.00	\$ 1,325.00	\$ 2,650.00
22	20 Maple Street	(1) 2.5"-3" Red Maple, Acer rubrum	1	\$ 410.00	\$ 410.00	\$ 422.00	\$ 422.00	\$ 487.50	\$ 487.50	\$ 500.00	\$ 500.00	\$ 675.00	\$ 675.00	\$ 670.00	\$ 670.00
23	49 Markham Road	(1) 2.5"-3" Okame Cherry, Prunus 'Okame'	1	\$ 430.00	\$ 430.00	\$ 422.00	\$ 422.00	\$ 382.50	\$ 382.50	\$ 500.00	\$ 500.00	\$ 695.00	\$ 695.00	\$ 700.00	\$ 700.00
24	508 Mount Lucas Road	(2) 2.5"-3" Blackgum, Nyssa sylvatica	2	\$ 460.00	\$ 920.00	\$ 462.00	\$ 924.00	\$ 412.50	\$ 825.00	\$ 500.00	\$ 1,000.00	\$ 725.00	\$ 1,450.00	\$ 1,625.00	\$ 3,250.00
25	508 Mount Lucas Road	(2) 6'-7" American Holly, Ilex opaca	2	\$ 460.00	\$ 920.00	\$ 512.00	\$ 1,024.00	\$ 562.50	\$ 1,125.00	\$ 500.00	\$ 1,000.00	\$ 795.00	\$ 1,590.00	\$ 2,100.00	\$ 4,200.00
26	631 Mount Lucas Road, Planted across the street along walking path. Walking path is in between Ross Steveson Circle and Poor Farm Road	(5) 2.5"-3" Blackgum, Nyssa Sylvatica	5	\$ 450.00	\$ 2,250.00	\$ 462.00	\$ 2,310.00	\$ 412.50	\$ 2,062.50	\$ 500.00	\$ 2,500.00	\$ 725.00	\$ 3,625.00	\$ 4,100.00	\$ 20,500.00

27	631 Mount Lucas Road, Planted across the street along walking path. Walking path is in between Ross Stevenson Circle and Poor Farm Road	(5) 2.5"-3" American Yellowwood, Cladrastris kentuckea	5	\$ 430.00	\$ 2,150.00	\$ 437.00	\$ 2,185.00	\$ 450.00	\$ 2,250.00	\$ 500.00	\$ 2,500.00	\$ 725.00	\$ 3,625.00	\$ 3,700.00	\$ 18,500.00
28	631 Mount Lucas Road, Planted across the street along walking path. Walking path is in between Ross Stevenson Circle and Poor Farm Road	(6) 2.5"-3" Hop-hornbeam, Ostrya virginiana	6	\$ 455.00	\$ 2,730.00	\$ 462.00	\$ 2,772.00	\$ 487.50	\$ 2,925.00	\$ 500.00	\$ 3,000.00	\$ 850.00	\$ 5,100.00	\$ 5,300.00	\$ 31,800.00
29	200 Mountain Avenue	(3) 2.5"-3" Okame Cherry, Prunus 'Okame'	3	\$ 410.00	\$ 1,230.00	\$ 422.00	\$ 1,266.00	\$ 382.50	\$ 1,147.50	\$ 500.00	\$ 1,500.00	\$ 695.00	\$ 2,085.00	\$ 2,100.00	\$ 6,300.00
30	57 Mountain Avenue- Mountain Lakes House to be planted along driveway area	(3) 2.5"-3" Swamp White Oak, Quercus bicolor	3	\$ 410.00	\$ 1,230.00	\$ 437.00	\$ 1,311.00	\$ 412.50	\$ 1,237.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,215.00	\$ 6,645.00
31	57 Mountain Avenue- Mountain Lakes House to be planted along driveway area	(3) 2.5"-3" Blackgum, Nyssa sylvatica	3	\$ 460.00	\$ 1,380.00	\$ 462.00	\$ 1,386.00	\$ 412.50	\$ 1,237.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,450.00	\$ 7,350.00
32	26 Nassau Street, Nassau Christian Center, planted on Chambers Street	(2) 2.5"-3" Silhouette Sweetgum, Liquidambar styraciflua 'Silhouette'	2	\$ 430.00	\$ 860.00	\$ 437.00	\$ 874.00	\$ 525.00	\$ 1,050.00	\$ 500.00	\$ 1,000.00	\$ 695.00	\$ 1,390.00	\$ 1,475.00	\$ 2,950.00
33	160 Nassau Street, Princeton Garden Theatre to be planted along Vandeventer Avenue	(4) 2.5"-3" Silhouette Sweetgum, Liquidambar styraciflua 'Silhouette'	4	\$ 430.00	\$ 1,720.00	\$ 437.00	\$ 1,748.00	\$ 525.00	\$ 2,100.00	\$ 500.00	\$ 2,000.00	\$ 695.00	\$ 2,780.00	\$ 3,250.00	\$ 13,000.00
34	452 Nassau Street	(2) 2.5"-3" Red Maple, Acer rubrum	2	\$ 410.00	\$ 820.00	\$ 422.00	\$ 844.00	\$ 487.50	\$ 975.00	\$ 500.00	\$ 1,000.00	\$ 675.00	\$ 1,350.00	\$ 1,325.00	\$ 2,650.00
35	147 Poe Road	(2) 2.5"-3" Princeton Elm, Ulmus americana 'Princeton'	2	\$ 430.00	\$ 860.00	\$ 422.00	\$ 844.00	\$ 487.50	\$ 975.00	\$ 500.00	\$ 1,000.00	\$ 795.00	\$ 1,590.00	\$ 1,475.00	\$ 2,950.00
36	701 Poor Farm Road	(3) 2.5"-3" Red Maple, Acer rubrum	3	\$ 410.00	\$ 1,230.00	\$ 422.00	\$ 1,266.00	\$ 487.50	\$ 1,462.50	\$ 500.00	\$ 1,500.00	\$ 675.00	\$ 2,025.00	\$ 2,000.00	\$ 6,000.00
37	701 Poor Farm Road	(3) 2.5"-3" Baldcypress, Taxodium distichum	3	\$ 430.00	\$ 1,290.00	\$ 437.00	\$ 1,311.00	\$ 487.50	\$ 1,462.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,000.00	\$ 6,000.00
38	701 Poor Farm Road	(3) 2.5"-3" Eastern Redbud, Cercis canadensis	3	\$ 460.00	\$ 1,380.00	\$ 532.00	\$ 1,596.00	\$ 562.50	\$ 1,687.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,700.00	\$ 8,100.00
39	Quarry Park, Spruce Street	(5) 6'-7" American Holly, Ilex opaca	5	\$ 460.00	\$ 2,300.00	\$ 512.00	\$ 2,560.00	\$ 562.50	\$ 2,812.50	\$ 500.00	\$ 2,500.00	\$ 795.00	\$ 3,975.00	\$ 5,165.00	\$ 25,825.00
40	11 Race Street, Planted on Birch Avenue	(1) 2.5"-3" Japanese Tree Lilac, Syringa reticulata	1	\$ 430.00	\$ 430.00	\$ 437.00	\$ 437.00	\$ 412.50	\$ 412.50	\$ 500.00	\$ 500.00	\$ 695.00	\$ 695.00	\$ 885.00	\$ 885.00
41	Rogers Refuge-West Drive Parking Lot Area	(3) 2.5"-3" Swamp White Oak, Quercus bicolor	3	\$ 410.00	\$ 1,230.00	\$ 437.00	\$ 1,311.00	\$ 412.50	\$ 1,237.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,215.00	\$ 6,645.00
42	Rogers Refuge-West Drive Parking Lot Area	(3) 2.5"-3" Blackgum, Nyssa sylvatica	3	\$ 460.00	\$ 1,380.00	\$ 462.00	\$ 1,386.00	\$ 412.50	\$ 1,237.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,450.00	\$ 7,350.00
43	301 Snowden Lane	(2) 2.5"-3" Eastern Redbud, Cercis canadensis	2	\$ 460.00	\$ 920.00	\$ 532.00	\$ 1,064.00	\$ 562.50	\$ 1,125.00	\$ 500.00	\$ 1,000.00	\$ 725.00	\$ 1,450.00	\$ 1,800.00	\$ 3,600.00
44	500 Snowden Lane-Smoyer Park Walking Trail, Enter off of Bertrand Drive	(3) 2.5"-3" Swamp White Oak, Quercus bicolor	3	\$ 400.00	\$ 1,200.00	\$ 437.00	\$ 1,311.00	\$ 412.50	\$ 1,237.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,215.00	\$ 6,645.00
45	500 Snowden Lane-Smoyer Park Walking Trail, Enter off of Bertrand Drive	(5) 2.5"-3" Blackgum, Nyssa sylvatica	5	\$ 450.00	\$ 2,250.00	\$ 462.00	\$ 2,310.00	\$ 412.50	\$ 2,062.50	\$ 500.00	\$ 2,500.00	\$ 725.00	\$ 3,625.00	\$ 4,100.00	\$ 20,500.00
46	500 Snowden Lane-Smoyer Park Walking Trail, Enter off of Bertrand Drive	(3) 2.5"-3" Willow Oak, Quercus phellos	3	\$ 400.00	\$ 1,200.00	\$ 437.00	\$ 1,311.00	\$ 427.50	\$ 1,282.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,215.00	\$ 6,645.00
47	500 Snowden Lane-Smoyer Park Walking Trail, Enter off of Bertrand Drive	(3) 2.5"-3" Red Maple, Acer rubrum	3	\$ 400.00	\$ 1,200.00	\$ 422.00	\$ 1,266.00	\$ 487.50	\$ 1,462.50	\$ 500.00	\$ 1,500.00	\$ 675.00	\$ 2,025.00	\$ 2,000.00	\$ 6,000.00
48	525 Snowden Lane	(3) 2.5"-3" Blackgum, Nyssa sylvatica	3	\$ 460.00	\$ 1,380.00	\$ 462.00	\$ 1,386.00	\$ 412.50	\$ 1,237.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,450.00	\$ 7,350.00
49	200 Stuart Road East, planted on Mount Lucas	(3) 2.5"-3" Blackgum, Nyssa Sylvatica	3	\$ 460.00	\$ 1,380.00	\$ 462.00	\$ 1,386.00	\$ 412.50	\$ 1,237.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,450.00	\$ 7,350.00
50	200 Stuart Road East, planted on Mount Lucas	(6) 6'-7" American Holly, Ilex opaca	6	\$ 460.00	\$ 2,760.00	\$ 512.00	\$ 3,072.00	\$ 562.50	\$ 3,375.00	\$ 500.00	\$ 3,000.00	\$ 795.00	\$ 4,770.00	\$ 6,200.00	\$ 37,200.00
51	200 Stuart Road East, planted on Mount Lucas	(3) 2.5"-3" Eastern Redbud, Cercis canadensis	3	\$ 460.00	\$ 1,380.00	\$ 532.00	\$ 1,596.00	\$ 562.50	\$ 1,687.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,700.00	\$ 8,100.00
52	200 Stuart Road East, planted on Mount Lucas	(3) 2.5"-3" Swamp White Oak, Quercus bicolor	3	\$ 410.00	\$ 1,230.00	\$ 437.00	\$ 1,311.00	\$ 412.50	\$ 1,237.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,215.00	\$ 6,645.00
53	526 Terhune Road-To be planted along Terhune and Van Dyke Walking Path	(5) 2.5"-3" Blackgum, Nyssa sylvatica	5	\$ 460.00	\$ 2,300.00	\$ 462.00	\$ 2,310.00	\$ 412.50	\$ 2,062.50	\$ 500.00	\$ 2,500.00	\$ 725.00	\$ 3,625.00	\$ 4,100.00	\$ 20,500.00
54	526 Terhune Road-To be planted along Terhune and Van Dyke Walking Path	(3) 2.5"-3" Baldcypress, Taxodium distichum	3	\$ 400.00	\$ 1,200.00	\$ 437.00	\$ 1,311.00	\$ 487.50	\$ 1,462.50	\$ 500.00	\$ 1,500.00	\$ 725.00	\$ 2,175.00	\$ 2,000.00	\$ 6,000.00
55	526 Terhune Road-To be planted along Terhune and Van Dyke Walking Path	(5) 2.5"-3" Redbud, Cercis canadensis	5	\$ 450.00	\$ 2,250.00	\$ 532.00	\$ 2,660.00	\$ 562.50	\$ 2,812.50	\$ 500.00	\$ 2,500.00	\$ 725.00	\$ 3,625.00	\$ 4,450.00	\$ 22,250.00

56	5 Windy Top Court	(1) 2.5"-3" Blackgum, Nyssa sylvatica	1	\$ 460.00	\$ 460.00	\$ 462.00	\$ 462.00	\$ 412.50	\$ 412.50	\$ 500.00	\$ 500.00	\$ 725.00	\$ 725.00	\$ 815.00	\$ 815.00
				\$ 65,555.00	\$ 69,775.00	\$ 70,762.50	\$ 75,000.00	\$ 109,760.00	\$ 422,350.00						

error in extension

error in addition

AGREEMENT FOR 2026 SPRING TREE PLANTING PROJECT

THIS AGREEMENT, made the 9th day of March, 2026, by and between THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey 08540 ("PRINCETON") and SUNSET CREATIONS, INC., 355 Route 601, Belle Mead, New Jersey 08502 ("CONTRACTOR")

In connection with the CONTRACTOR's bid proposal, dated February 24, 2026, and PRINCETON's notice of award of same, dated March 9, 2026, PRINCETON and CONTRACTOR hereby agree as follows:

1. Scope of Work

The CONTRACTOR hereby agrees to furnish all labor, superintendence, services, products, and other utilities and facilities to perform all work necessary for or incidental thereto, and to perform all other obligations specified in the Contract Documents in accordance with the terms of CONTRACTOR's bid proposal.

2. Contract Time

a. Date of Commencement. The date for commencement of the Work shall be the date provided in PRINCETON's Notice to Proceed.

b. The work shall consist of furnishing, planting, and maintaining plant material. Planting shall be completed no later than May 31, 2026. The one-year maintenance period shall begin after the date of acceptance by PRINCETON.

c. CONTRACTOR agrees to Conditions regarding Liquidated Damages as written in Paragraph 37. Abandonment; Delay; Liquidated Damages.

d. The liquidated damages may, solely at PRINCETON'S choice, be deducted by PRINCETON from monies due to the Contractor. Should the total amount chargeable as liquidated damages exceed the amount due or payable by the Contractor or, if a default had been declared by PRINCETON, then such excess shall be paid to PRINCETON by the Contractor or its Surety. PRINCETON retains all its other rights detailed in the Contract Documents when Contractor is out of compliance with the Contract Documents and, pursuant by PRINCETON of any other course of action shall not preclude the Authority from obtaining liquidated damages, if applicable.

e. It is also agreed that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONTRACTOR's obligations under this contract.

3. Contract Sum

Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents is not to exceed sixty-five thousand, five hundred fifty-five dollars and zero cents (\$65,555.00.)

4. Hold Harmless Agreement

The CONTRACTOR agrees to indemnify, defend, and hold harmless PRINCETON, its

officers, agents, employees, and consultants in accordance with the General Conditions.

5. Payment to Contractor

In consideration of the CONTRACTOR's agreements set forth herein, PRINCETON hereby agrees to pay the CONTRACTOR for the work, when completed in accordance with the specifications at the unit prices or lump sum prices bid for the respective items, the same payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents

The Contract Documents as referenced in the Bid Specifications are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations

The CONTRACTOR specifically agrees to comply with the affirmative action requirements set forth in the Instructions to Bidders, which requirements are incorporated herein and made a part hereof by reference.

8. This agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of PRINCETON.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

PRINCETON

By: _____
Dawn M. Mount, Municipal Clerk

Mark Freda, Mayor

ATTEST or WITNESS:

SUNSET CREATIONS, INC.

By: _____



Staff Report

File #: R-26-096

Agenda Date: 3/9/2026

Agenda #: 21.

Resolution of the Mayor and Council of the Municipality of Princeton Authorizing Execution of the First Amendment to the Dinky Train Station Parking Lot License Agreement with the Trustees of Princeton University

WHEREAS, Princeton entered into a license agreement with the Trustees of Princeton University (“University”) dated December 9, 2013 in order to authorize the installation of multi-space parking pay stations for parking within the Dinky Train Station Parking Lot and for certain parking spaces on Alexander Road and University Place (“License Agreement”); and

WHEREAS, following a two-year test period for the multi-space parking pay station system, by resolution adopted on July 25, 2016, Princeton accepted title to the multi-space parking system and the License Agreement between the parties for the said multi-space parking system was extended until January 31, 2026; and

WHEREAS, the University maintains the 103 spaces that are the subject of the License Agreement and the surrounding property, Princeton is responsible for the annual operating expense for the multi-space parking management system and Princeton collects and keeps all monies from meters at the 103 spaces; and

WHEREAS, the parties agree that the License Agreement is mutually beneficial to the parties and is in the public interest, and therefore, wish to extend the License Agreement for a term of five years, and terminating on January 31, 2031.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Princeton as follows:

1. Princeton agrees that the December 9, 2013 Dinky Station Parking Lot License Agreement between Princeton and the University, as extended by resolution adopted on July 25, 2016, shall be extended to January 31, 2031.
2. The Mayor and Clerk are hereby authorized and directed to execute the First Amendment to the Dinky Station Parking Lot License Agreement with the University. A copy of the License Agreement and First Amendment shall be on file in the Office of the Municipal Clerk and may be inspected during regular office hours.
3. A certified true copy of this resolution shall be furnished upon its adoption to the Curt Emmich, Director of Real Estate, Princeton University, with copies to Kristin Appelgat, Assistant Vice President, Community & Regional Affairs, Princeton University and Kristin Muenzen, University Counsel, Princeton University.

**FIRST AMENDMENT OF DINKY TRAIN STATION
PARKING LOT LICENSE AGREEMENT BETWEEN
THE TRUSTEES OF PRINCETON
UNIVERSITY, as Licensor,
and
THE MUNICIPALITY OF PRINCETON, as Licensee**

THIS **FIRST AMENDMENT OF DINKY TRAIN STATION PARKING LOT LICENSE AGREEMENT** (“First Amendment”) entered into as of the ___ day of ____, 2026, by and between THE TRUSTEES OF PRINCETON UNIVERSITY, a not-for-profit corporation in the State of New Jersey, with its principal office at Once Nassau Hall, Princeton University, Princeton, New Jersey 08544 (“Licensor” or “University”), and The Municipality of Princeton, a municipal corporation in the State of New Jersey, with its principal office at 400 Witherspoon Street, Princeton, New Jersey 08540 (“Licensee” or “Municipality”). Licensor and Licensee may hereinafter be referred to jointly as the “Parties” or individually as a “Party.”

WHEREAS, on December 9, 2013, the Parties entered into the Dinky Train Station Parking Lot License Agreement (“License”) for Licensee’s use of (a) 85 metered parking spaces within the Princeton Dinky train station parking lot, and (b) 18 short-term/“Kiss-and-Ride” metered spaces adjacent to the Wawa convenience store (together, the “103 Spaces”); and

WHEREAS, Licensor purchased and installed the equipment for (a) the aforementioned meters, and (b) meters on University Place and Alexander Street; and

WHEREAS, Licensor maintains the 103 Spaces and the surrounding property, and Licensee collects and keeps all monies from meters at the 103 Spaces; and

WHEREAS, the License term ends on January 31, 2026; and

WHEREAS, the Parties desire to amend the License on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The License term shall be extended for a period of five (5) years, to January 31, 2031.
2. Licensee shall be responsible for the property taxes on the property containing the 103 Spaces. By December 1 of each year, Licensee shall pay Licensor an amount equal to the property taxes paid by Licensor on the 103 Spaces for that year. Licensee shall provide supporting materials for Licensor’s review and approval demonstrating the property tax allocation for the 103 Spaces.
3. Notices shall be addressed as follows:

For Licensor: Curt Emmich
Director of Real Estate
Princeton University

619 Alexander Road
Princeton, New Jersey 08540
609-258-9585
cemmich@princeton.edu

and

Kristin Appelget
Assistant Vice President, Community & Regional Affairs
Princeton University
4 Mercer Street
Princeton, NJ 08540
609-258-3018
appelget@princeton.edu

with a copy to:

Kristin Muenzen
University Counsel
Princeton University
New South – Fourth Floor
Princeton, NJ 08544
609-258-2525
kmuenzen@princeton.edu

For Licensee: Princeton Administrator
400 Witherspoon Street
Princeton, NJ 08540

4. Except as modified by this First Amendment of Dinky Train Station Parking Lot License Agreement, the License, and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed by the undersigned parties in all respects as if set forth in full in this First Amendment.

The covenants, agreements, terms, provisions and conditions contained in this First Amendment shall bind and inure to the benefit of the Parties hereto and their respective successor(s) and except as otherwise provided in the License, their respective assigns. In the event of any conflict between the terms contained in this First Amendment and the License, the terms herein contained shall supersede and control the obligations and liabilities of the Parties.

This First Amendment may be executed in counterparts.

THIS FIRST AMENDMENT is hereby agreed upon by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first above written.

WITNESS:

LICENSEE

The Municipality of Princeton, a municipal corporation of the State of New Jersey

Name:

Title:

Date:

WITNESS:

LICENSOR

THE TRUSTEES OF PRINCETON UNIVERSITY

Name: KyuJung Whang

Title: Vice President for Facilities

Date:

DINKY TRAIN STATION PARKING LOT

LICENSE AGREEMENT

And

Agreement for Installation of Multi-Space Meters

THIS LICENSE AGREEMENT is made on this 9th day of December, 2013 by and between THE TRUSTEES OF PRINCETON UNIVERSITY, a non-profit, education corporation of the State of New Jersey, with its principal offices located at Nassau Hall, Princeton, New Jersey, 08542 (hereinafter referred to as "Licensor" or the "University") and PRINCETON, a municipal corporation of the State of New Jersey, with its principal offices located at 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "Licensee" or "Princeton").

WITNESS

WHEREAS, the parties have agreed to a plan of improvements for the Princeton Branch ("Dinky") train station parking lot and for certain parking spaces on Alexander Road and University Place involving the installation of a parking management system involving multi-space parking pay stations; and

WHEREAS, the parties wish to test the new parking management system for the pilot timeframes set forth herein below in order to determine whether or not the multi-meter parking management system is cost efficient for the Licensee.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein below, the Licensor and Licensee agree as follows:

1. The Licensor hereby Licenses to the Licensee 85 metered parking spaces within the Princeton Dinky train station parking lot, as well as 18 short-term/"Kiss-and-Ride" metered spaces adjacent to the Wawa convenience store that will have single head meters (being provided and maintained by Princeton and installed and enforced by the University). The 85 spaces are non-exclusively licensed to Princeton for the purpose of providing long-term commuter parking for the Princeton Dinky train station; Princeton may not designate these spaces for alternative uses or sub-license or assign the spaces. The location of said parking spaces is set forth on Exhibit "A" attached hereto and made a part hereof.
2. The Licensor agrees to a one-time purchase and equipment installation, for the aforementioned 85 parking spaces within the Princeton Dinky parking lot as well as for up to 26 parking spaces on University Place and up to 47 parking spaces on Alexander Street, of a total of 8 multi-space parking meters. The Licensor, in addition to purchasing said multi-space meters, shall be responsible for the one-time, complete installation of

said meters including furnishing and installing the multi-space meters, pavement striping, space numbering, and signage

3. Said multi-space meters must be able to accept multiple payment options. Programming of said meters shall be accomplished through a hand-held device or central computer. Said meters shall have the ability to provide special rate conditions such as early morning specials, weekend specials, special events conditions, as well as accepting payment for long-term parking or adding time for parking via cell phone in designated spaces.
4. Princeton shall assume the annual operating expense for the multi-space parking management system. Princeton shall also be responsible for the cost of any warranty for the meters after the first year of operation. Princeton shall be responsible for the operation, maintenance and enforcement of the multi-meter system and spaces (not including permit or short-term spaces), including training of both operational and enforcement personnel. Princeton shall have access to warranty services under the University's warranty for the first year following installation.
5. Licensor shall be responsible for the maintenance of the Dinky train station parking lot including but not

limited to snow removal, pavement striping, space numbering, and signage maintenance.

6. Licensee shall be responsible for pavement striping, space numbering and signage maintenance for the spaces on University Place and Alexander Street after the initial installation.
7. Licensee shall retain 100% of the revenue generated by the multi-space meters and the 18 single-head meters.
8. The initial term of this License agreement shall be for 2 years commencing February 1, 2014 and ending January 31, 2016. This initial term shall be the pilot program for the multi-space parking management system. During said two years, the parties agree to evaluate the cost effectiveness of the multi-space meter system. If the Licensee determines that the multi-space parking meter system is not cost effective, then prior to the termination of this initial term, the Licensee shall advise the Licensor that the above referenced 8 multi-meter parking devices shall be removed. The Licensee shall then install meters of its choice at its expense for the 85 parking spaces in the Dinky train station lot as well as for the up to 26 parking spaces on University Place and up to 47 parking spaces on Alexander Street as reflected on Schedule "A" attached, which had been

served by the multi-space meters. If at the end of the two year pilot timeframe, the Licensee is satisfied with the multi-space parking management system, then the University shall convey the multi-space meters to the municipality for \$10.00, subject to the University's approval for any relocation. It is anticipated that the multi-space meters will remain in place. Upon conveyance of the meters to the municipality, the term of this Agreement shall be extended for an additional 10 years commencing February 1, 2016 and terminating January 31, 2026.

9. The timeframe agreed upon between the parties involving the installation of the multi-space parking system is as follows:

A. November 1, 2013 - January 31, 2014: Licensor acquires and installs the multi-space parking management system within the Princeton Dinky parking lot, on University Place and Alexander Street.

B. February 1, 2014 - January 31, 2016: the two year pilot study of the performance of the multi-space parking management system evaluated within the Princeton Dinky parking lot.

C. Installation and operation of multi-space meters for spaces on Alexander Street and University Place will

occur when all of the parking spaces for use are approved by the Princeton Engineer and Police Department. Pilot study of the multi-space meters will take place for the first two years following installation/operation.

10. The Licensee agrees to ordinance parking regulations for the Princeton Dinky train station parking lot and to extend Title 39 enforcement jurisdiction over the multi-space metered spaces in the lot.
11. The Licensee assumes all risk of and liability for all injury to or death of any person or persons and for any damage to any property occasioned wholly or in part by the Licensee or any patron, employee or other person in relation to the occupancy and use of the Licensed premise and to indemnify, defend and save harmless the Licensor from all liability, claims, demands, suits, actions, damages and fees and cost and expense for any such injury, death or damage, even in the event that Licensor is alleged or found to be partially negligent. The Licensee shall provide to the Licensor a certificate of insurance designating the Licensor as an additional insured under the Licensee's general liability insurance policy.

12. Notices required to be sent hereunder shall be sent by registered mail, return receipt requested as to the Licensor:

Office of the Vice President of Facilities
McMillan Building, Princeton University
Princeton, NJ 08544

with a copy to:

Office of the General Counsel
4 New South
Princeton University
Princeton, NJ 08544
Attention: Hannah Ross

and to:

Director of the Office of Community
and Regional Affairs
Princeton University
22 Chambers Street, Suite 101
Princeton, NJ 08542

and as to the Licensee:

Princeton Administrator
400 Witherspoon Street
Princeton, NJ 08542

with a copy to:

Mason, Griffin & Pierson, PC
101 Poor Farm Road
Princeton, NJ 08540

or to such other person or office as the parties shall designate from time to time in writing.

IN WITNESS WHEREOF, the parties have hereunto set their corporate seals and caused these presents to be executed by

their respective proper offices, as of the day and year first written above.

Attest:

Mary E. Barfield
EXECUTIVE ASSISTANT
Hannah S. Ross, Esq.
Assistant Secretary

THE TRUSTEES OF PRINCETON UNIVERSITY,
Licensor

By:

Michael E. McKay

Michael E. McKay
Vice President for Facilities

Attest:

Linda S. McDermott

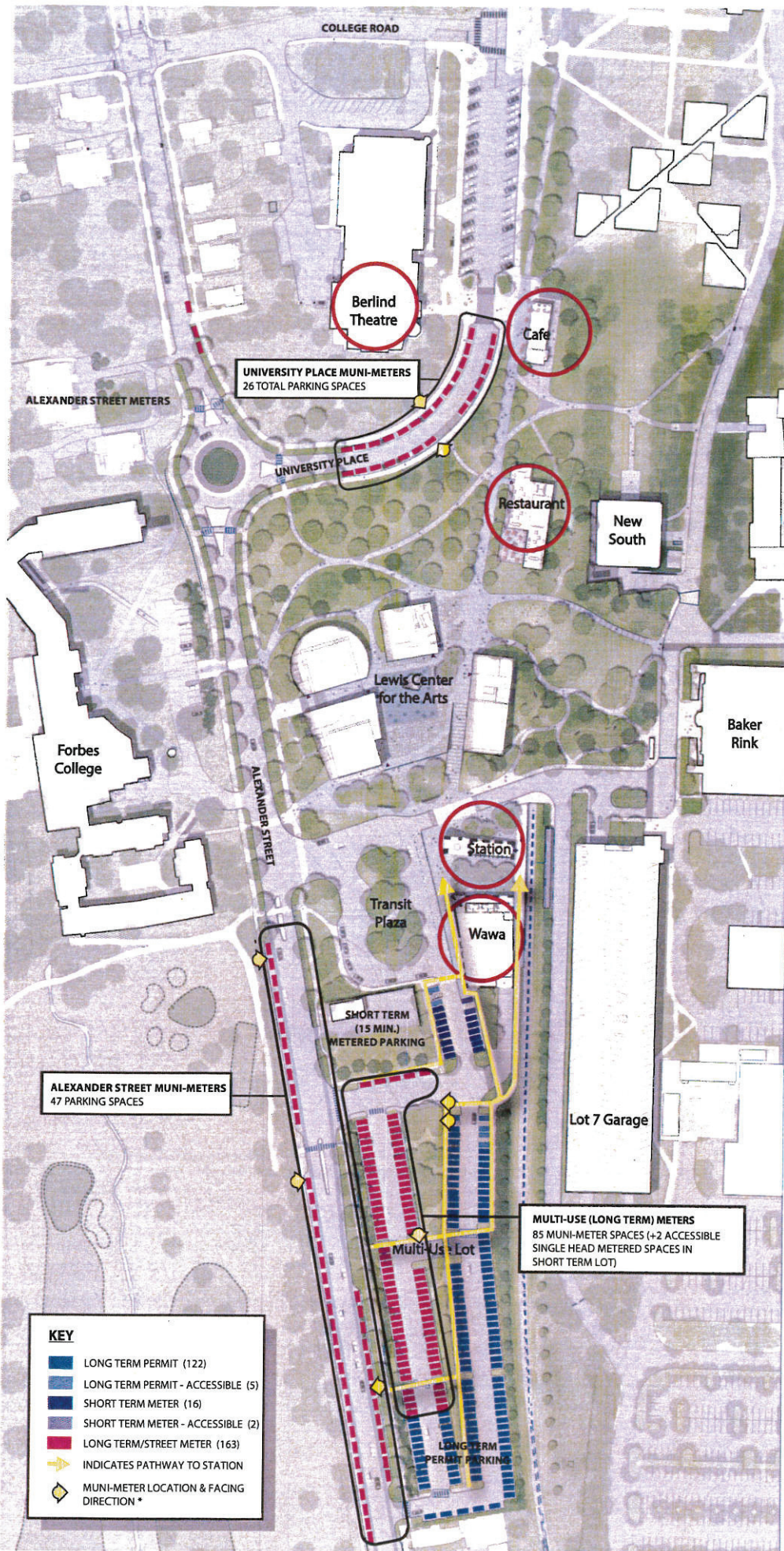
Linda McDermott
Clerk

PRINCETON, a municipal corporation of
the State of New Jersey, Licensee

By:

Liz Lempert

Liz Lempert, Mayor



ALEXANDER STREET MUNI-METERS
47 PARKING SPACES

UNIVERSITY PLACE MUNI-METERS
26 TOTAL PARKING SPACES

SHORT TERM (15 MIN.) METERED PARKING

MULTI-USE (LONG TERM) METERS
85 MUNI-METER SPACES (+2 ACCESSIBLE SINGLE HEAD METERED SPACES IN SHORT TERM LOT)

KEY

- LONG TERM PERMIT (122)
- LONG TERM PERMIT - ACCESSIBLE (5)
- SHORT TERM METER (16)
- SHORT TERM METER - ACCESSIBLE (2)
- LONG TERM/STREET METER (163)
- INDICATES PATHWAY TO STATION
- MUNI-METER LOCATION & FACING DIRECTION *

Princeton University - Arts Neighborhood Parking with Multi-Space Meter Locations*
December 2, 2013

Beyer Blinder Belle
ARCHITECTS & PLANNERS
100 WALL STREET
NEW YORK, NY 10038
TEL: 212 692 5000
WWW.BBBYRBL.COM

Michael Van Valkenburgh Associates, Inc.
200 WEST STREET
NEW YORK, NY 10014
TEL: 212 692 5000
WWW.MVVA.COM

* Vendor recommended general location of machines - specific locations are subject to minor adjustment to optimize performance



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-092

Agenda Date: 3/9/2026

Agenda #: 1.

Resolution of the Mayor and Council of Princeton Authorizing the Payment of Bills and Claims

WHEREAS, Chief Financial Officer, Sandra Webb has forwarded the bills and claims received for payment by the Municipality of Princeton for review and approval by the Mayor and Council.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of Princeton approve the attached bill list.

List of Bills - Clearing Claims

Meeting Date: 03/09/2026 For bills from 02/24/2026 to 03/06/2026

Vendor	Description	Payment	Check Total
569 - ABLE MECHANICAL INC.	PO 48584 EVALUATION TO PROVIDE QUOTE - WESTMINSTE	3,257.50	
	PO 48619 WESTMINSTER PUMP MOTOR	3,785.33	
	PO 48620 WESTMINSTER STUDENT CENTER BUILDING HEAT	2,154.94	
	PO 48621 WESTMINSTER STUDENT CETER BUILDING HEAT	2,636.50	
	PO 48622 27 NORTH HARRISON HEAT	1,655.00	
	PO 48623 MONUMENT HALL FILTERS/MAINTENANCE	4,428.43	
	PO 48624 SUZANNE PATTERSON CENTER FILTERS/MAINTEN	1,369.85	19,287.55
2034 - ALL HANDS FIRE EQUIPMENT, LLC	PO 47492 CONTRACT SURVIVAL ARMOR AND RELATED GEAR	510.88	
	PO 47492 CONTRACT SURVIVAL ARMOR AND RELATED GEAR	10,000.00	
	PO 48625 CONFINED SPACE - TECHNICIAN LEVEL 24 HOU	7,500.00	18,010.88
2171 - ANJEC	PO 48515 Membership	625.00	625.00
4375 - ARCADIS US, INC.	PO 44317 RESOLUTION 2024-185	66,583.68	
	PO 46706 RESOLUTION 25-192 MINI SYSTEM 36 A,B,C,	68,571.58	135,155.26
57 - AT&T	PO 48720 Telephone - Acct 030 175 6429 001 - Bill	41.90	41.90
3599 - ATLANTIC PLUMBING SUPPLY CORP.	PO 48269 BLANKET	242.44	242.44
2642 - BEANS, FRED PARTS, INC	PO 48145 BLANKET PARTS TV	3,557.97	3,557.97
5351 - BOYD YOUTH DEVELOPMENT	PO 48722 PYP - OUTREACH YOUTH PROGRAM GUEST SPEAK	200.00	200.00
463 - BRITTON INDUSTRIES, INC.	PO 48255 BLANKET / MATERIALS	299.20	
	PO 48274 BLANKET	767.43	1,066.63
16 - BUSINESS BISTRO INC.	PO 48692 MEDIA BREAKFAST	234.25	234.25
5237 - CAMIROS LTD	PO 47223 RESOLUTION 25-284 PHASE 1 OF UNIFIED ZON	7,420.00	7,420.00
4882 - CATHOLIC CHARITIES DIOCESE OF TRENTON	PO 48069 RESO 26-5 2026 BEHAVIORAL HEALTH AND COM	4,680.76	4,680.76
5360 - CB CLAIMS, LLC	PO 48757 Cybersecurity incident DOL 5/9/24 MEL (c	15,405.00	15,405.00
2685 - CHERRY VALLEY TRACTOR SALES INC.	PO 48138 BLANKET PARTS TV	258.41	258.41
3244 - CLARKE CATON HINTZ	PO 48104 2026 AFFORDABLE HOUSING MONITORING SERVI	340.00	340.00
1818 - CLEAN AIR COMPANY, INC.	PO 48684 REPLACEMENT EXHAUST HOSES	4,467.00	4,467.00
263 - COMCAST CORPORATION	PO 48731 Comcast - Acct. 8499 05 310 0050723 - Bi	140.65	140.65
263 - COMCAST CORPORATION	PO 48801 Comcast - Acct. 8499 05 311 0093564 - Bi	31.12	31.12
1872 - CONTES BAR/PIZZA	PO 48497 BLANKET - FOOD FOR YOUTH PROGRAMMING AND	90.00	90.00
109 - CONTINENTAL FIRE & SAFETY	PO 48640 FIRE EXTINGUISHER AND CO CANISTER MAINTE	394.00	394.00
4663 - CORPORATE BILLING	PO 48137 BLANKET PARTS/SERVICE TV	70.80	70.80
4604 - COSTELLO'S ACE HARDWARE	PO 48206 BLANKET/SUPPLIES	43.87	
	PO 48223 BLANKET - SUPPLIES	298.14	
	PO 48291 BLANKET	180.60	
	PO 48294 BLANKET	54.99	
	PO 48295 BLANKET	103.15	680.75
117 - CRESTON HYDRAULICS INC.	PO 48140 BLANKET TV	1,339.29	1,339.29
1849 - CUSTOM BANDAG, INC.	PO 48139 BLANKET TIRES TV	992.00	992.00
5330 - DECKARD TECHNOLOGIES, INC	PO 48376 SOFTWARE AGREEMENT (RENTALSCAPE)	6,500.00	6,500.00
26 - DONNELLY, CHRISTOPHER	PO 48716 2025 MEDICAL REIMBURSEMENT - COMPLETE	900.00	900.00
4005 - EARLE ASPHALT COMPANY	PO 42513 RESOLUTION 2023-403	212,503.64	212,503.64
1819 - EAST COAST FLAG & BANNER	PO 47605 BLANKET	733.80	733.80
1256 - EASTERN ARMORED SERVICES, INC.	PO 48086 RESO 24-325 2026 ARMORED CAR SERVICES	10,128.00	10,128.00
3835 - EASTERN WAREHOUSE DISTRIBUTORS	PO 48143 BLANKET PARTS/OILS TV	3,903.07	3,903.07
4021 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	PO 46279 RESOLUTION 25-116 ARCGIS URBAN ONLINE SU	23,286.00	23,286.00
3189 - FLEXFACTS.COM	PO 48511 Blanket 2026	68.00	68.00
395 - FRENCH & PARELLO ASSOCIATES,PA	PO 48059 RESO 25-237 CONSTRUCTION ADMINISTRATION	9,839.50	9,839.50
1773 - GABRIELLI TRUCK SALES, LTD	PO 48146 BLANKET PARTS/SERVICE TV	165.84	165.84
158 - GALLS LLC	PO 48190 UNIFORMS	241.74	241.74
158 - GALLS LLC	PO 48190 UNIFORMS	3,369.70	3,369.70
158 - GALLS LLC	PO 48190 UNIFORMS	2,682.52	2,682.52
4354 - GENERAL CODE, LLC	PO 48571 Code Analysis Invoice #PG000045063, 1/3	3,790.00	3,790.00
2449 - GINOS AUTO BODY SHOP	PO 48554 BLANKET SERVICE/REPAIR TV	1,279.92	1,279.92
172 - GREATER MERCER TMA	PO 48064 RESO 25-414 TRANSPORTATION SERVICES FOR	8,400.00	8,400.00
5249 - GREEN LMN LLC	PO 48107 2026 SOCIAL MEDIA CONTENT CREATION	960.00	960.00
4863 - GREENMAN-PEDERSEN, INC.	PO 42375 RESOLUTION # 2023-358 + 25-271	5,880.60	5,880.60
2098 - GROFF TRACTOR MID ATLANTIC	PO 48147 BLANKET PARTS/SERVICE TV	1,346.90	1,346.90
191 - HOME DEPOT CREDIT SERVICES	PO 48312 BLANKET	110.20	
	PO 48313 BLANKET	987.01	1,097.21
4262 - HOUSING COMMUNITY DEVELOPMENT NETWORK OF	PO 48551 MEMBERSHIP RENEWAL - RHODALYNN JONES	250.00	250.00
4761 - IAN HENDERSON	PO 48644 Reimbursement	26.65	26.65

List of Bills - Clearing Claims

Meeting Date: 03/09/2026 For bills from 02/24/2026 to 03/06/2026

Vendor	Description	Payment	Check Total
3960 - INDUSTRIAL WELDING SUPPLY, INC.	PO 48149 BLANKET WELDING SUPPLIES TV	296.35	296.35
4810 - INTERCON TRUCK EQUIPMENT, INC	PO 48549 BLANKET PARTS TV	1,140.23	1,140.23
2690 - INTERSTATE BATTERY OF PRINCETON	PO 48150 BLANKET BATTERIES TV	409.85	409.85
4640 - INTERSTATE WASTE SERVICES, INC	PO 48486 RESO 26-39 SOLID WASTE & BULK WASTE COLL	244,856.58	244,856.58
3831 - JPMONZO MUNICIPAL CONSULTING	PO 48740 WORKING WITH YOUR FINANCE PROFESSIONALS,	50.00	50.00
4629 - KULAK ARMS AND OUTFITTERS LLC	PO 48665 5.11 STRYKE PANTS	519.00	519.00
2903 - KYOCERA DOCUMENT SOLUTIONS	PO 48465 2026 Blanket - Kyocera	5,549.56	5,549.56
227 - LANGUAGE LINE SERVICES	PO 48493 BLANKET / INTERPRETING SERVICES	129.20	129.20
228 - LAWSON PRODCTS, INC	PO 48153 BLANKET PARTS/SUPPLIES TV	156.10	156.10
2883 - LORCO PETROLEUM SERVICE	PO 48154 BLANKET SERVICE	525.00	525.00
379 - MAGIC TOUCH CONSTRUCTION CO IN	PO 48335 BLANKET-ELECTRICAL BUILDINGS AND GROUNDS	7,882.45	
	PO 48336 BLANKET/ELECTRICAL SPRING STREET GARAGE	16,127.93	
	PO 48337 BLANKET/ELECTRICAL SEWER 298 RIVER ROAD	879.29	
	PO 48338 BLANKET/ELECTRICAL FIRE FACILITIES BERGE	6,971.29	
	PO 48339 BLANKET/PLUMBING BUILDINGS AND GROUNDS E	13,566.80	
	PO 48340 BLANKET/PLUMBING SPRING STREET GARAGE ES	3,281.40	48,709.16
1570 - MAJESTIC OIL COMPANY	PO 48343 BLANKET	36,869.03	36,869.03
5275 - MATT MARTINEZ	PO 48654 PYP- OUTREACH YOUTH PROGRAM GUEST SPEAKE	200.00	200.00
1553 - MCCAFFREYS MARKET	PO 48344 BLANKET	44.23	
	PO 48476 BLANKET PO	267.07	311.30
266 - MCMASTER-CARR	PO 48345 BLANKET	1,233.17	1,233.17
1006 - MERCER COUNTY POLICE CHIEFS ASSOCIA	PO 48188 2026 ANNUAL DUES	275.00	275.00
1526 - MID JERSEY MUNICIPAL JOINT INS.	PO 48782 2nd & 3rd Installment of Liability Insur	822,938.00	822,938.00
4260 - MULLER & BAILLIE, P.C.	PO 40561 BLANKET LEGAL	55.00	
	PO 46620 CONTRACT PCRD LITIGATION 5/15/2025 - 5/1	88.00	
	PO 46895 BLANKET LEGAL SERVICES	770.00	
	PO 47051 BLANKET LEGAL	4,565.00	
	PO 48110 2026 GENERAL LEGAL SERVICES TO PRINCETON	2,519.00	
	PO 48773 LEGAL SERVICES	880.00	8,877.00
1489 - NAPA AUTO PARTS	PO 48160 BLANKET PARTS TV	789.07	789.07
4600 - NASSAU ELECTRIC LLC - PRINCETON	PO 48228 BLANKET/CONTRACTED SERVICES	1,142.97	1,142.97
322 - NATIONAL FIRE PROTECTION ASSOC	PO 48225 MEMBERSHIP RENEWAL FOR FRANK D'AMORE ID	225.00	225.00
162 - NATIONAL HIGHWAY PRODUCTS, INC.	PO 48351 BLANKET	724.68	724.68
3972 - NEW JERSEY ENVIRONMENTAL HEALTH ASSOCIAT	PO 48719 2026 NJEHA ANNUAL ATLANTIC CITY CONFEREN	445.00	445.00
343 - NEW JERSEY STATE LEAGUE OF MUNICIPALITIE	PO 48513 Blanket 2026	555.00	555.00
343 - NEW JERSEY STATE LEAGUE OF MUNICIPALITIE	PO 48688 Budgeting for Elected Officials- Sat. 3/	160.00	160.00
1032 - NJ AMERICAN WATER	PO 48765 Hydrants Water - Acct 1018-210023720128	38,017.14	38,017.14
1032 - NJ AMERICAN WATER	PO 48766 Water - Hydrants Acct 1018-210023719760	12,343.14	12,343.14
332 - NJ ASSOCIATION OF COUNTY AND	PO 48727 RENEWAL OF ANNUAL MEMBERSHIP, INCLUDES J	300.00	300.00
1884 - NJLM	PO 48553 Blanket for NJLM trainings 2026	300.00	300.00
7 - NORCIA CORPORATION	PO 48159 BLANKET SERVICE/PARTS TV	1,959.44	1,959.44
4975 - NRTCTA	PO 48729 Tax Sale Update: Monitoring U.S. Suprem	20.00	20.00
359 - O'CONNELL, MARIA	PO 48529 Supplies	119.99	119.99
2134 - OFFICE BASICS INC.	PO 48196 COPIER PAPER	282.00	282.00
553 - OLIVES GOURMET BAKERY & DELI	PO 48492 BLANKET	583.50	583.50
474 - ONE CALL CONCEPTS, INC.	PO 45560 BLANKET/SEWER MARK OUTS	403.40	
	PO 48350 BLANKET	513.00	916.40
5125 - ONE WATER CONSULTING LLC	PO 46209 SEWER CONNECTION FEE AND ANNUAL SEWER SE	1,843.75	1,843.75
1635 - PA MUNICIPAL, INC.	PO 48629 ROAD SIGN MATERIALS	708.60	
	PO 48630 STREET SIGNS	1,451.49	
	PO 48631 STREET SIGN WORDING	571.73	2,731.82
591 - PACKET MEDIA LLC	PO 48678 2026 LEGAL NOTICE	45.84	45.84
5026 - PARTNERS IN PREVENTION	PO 48724 LMTI SUMMER YOUTH LEADERSHIP CONFERENCE	9,230.00	9,230.00
1921 - PENN MEDICINE CORP PAY	PO 48516 Blanket 2026	2,826.00	2,826.00
1373 - PINELLI, FRANK A.	PO 48691 2026 MEDICAL REIMBURSEMENT	900.00	900.00
808 - POLAR INC.	PO 45618 BLANKET/FIRE FACILITIES WATER SERVICE	302.40	
	PO 48365 BLANKET	69.90	
	PO 48366 BLANKET	125.90	
	PO 48367 BLANKET	350.25	
	PO 48368 BLANKET	160.65	1,009.10
3393 - POLICE AND SHERIFFS PRESS	PO 48185 OFFICER ID's	20.00	20.00
2783 - POWERDMS, INC.	PO 48355 LEGACY TRAINING INCLUDED	10,765.34	10,765.34

List of Bills - Clearing Claims

Meeting Date: 03/09/2026 For bills from 02/24/2026 to 03/06/2026

Vendor	Description	Payment	Check Total
5186 - PRIME LUBE INC.	PO 48162 BLANKET OILS/DEF FLUID TV	540.95	540.95
592 - PRINCETON PUBLIC LIBRARY	PO 48804 2nd Quarter 2026 Budget Allocation	1,500,000.00	1,500,000.00
1277 - PRINCETON SUPPLY CORPORATION	PO 45624 BLANKET/BUILDINGS AND GROUNDS JANITORIAL	614.00	
	PO 48230 BLANKET / SUPPLIES / MATERIALS	1,130.95	
	PO 48371 BLANKET	2,591.10	4,336.05
478 - PROAMPAC	PO 48734 BANK DEPOSIT BAGS	1,068.11	1,068.11
603 - PSE&G CO	PO 48751 FARMVIEW ACCT: 6517829709	4,081.47	4,081.47
603 - PSE&G CO	PO 48756 HILLTOP PARK ACCT: 1301303305	805.57	805.57
445 - PSE&G CO - SUMMARY ACCOUNT	PO 48750 WESTMINSTER - Electric and Gas - Acct. 7	18,831.02	18,831.02
445 - PSE&G CO - SUMMARY ACCOUNT	PO 48775 Electric and Gas - Traffic Lights - Bill	3,345.54	3,345.54
445 - PSE&G CO - SUMMARY ACCOUNT	PO 48788 Electric - Bundled Acct 13 013 030 03 -	38,311.40	
	PO 48788 Electric - Bundled Acct 13 013 030 03 -	4,257.41	42,568.81
605 - PUBLIC WORKS ASSOCIATION OF NJ	PO 48198 2026 PUBLIC WORKS ASSOCIATION MEMBERSHIP	90.00	90.00
1204 - RIGGINS INC.	PO 48375 BLANKET	10,003.77	10,003.77
623 - RND CONSULTING	PO 45265 RESO 25-21 & 25-372: INFORMATION TECHNOL	20,996.25	20,996.25
5261 - ROBERT GRIGGS PLUMBING AND HEATING	PO 48133 POLICE DEPARTMENT - EMERGENCY HOT WATER	24,500.00	24,500.00
1302 - ROBERTS, JACK	PO 48774 1st Qtr 2026 - Supplemental Aetna - Reti	2,330.76	2,330.76
5343 - ROUND HILL RISK PARTNERS, LLC	PO 48444 EMPLOYEE BENEFIT INSURANCE CONSULTANT/BR	4,500.00	4,500.00
427 - RUTGERS UNIVERSITY - CENTER FOR GOVERNME	PO 48680 Municipal Clerk Study Guide-4th Addition	294.00	294.00
4748 - SAMANTHA BEER	PO 48726 Employee Reimbursement - Lunch for 2/25/	81.09	
	PO 48770 Employee Reimbursement - Lunch for 3/2/2	88.37	
	PO 48776 Employee Reimbursement - Lunch for 3/2/2	14.87	184.33
1274 - SANDUSKY, GREGORY	PO 48736 REVIEW OF SUBDIVISION PLAN FOR BLOCK 301	1,155.00	1,155.00
4006 - SCARINCI & HOLLENBECK LLC	PO 45986 RESO 24-269 + 25-193 + 26-66 SPECIAL ENV	29,912.50	29,912.50
2965 - SERVICE TIRE TRUCK CENTER, INC	PO 48164 BLANKET TIRES/ROAD SERVICE TV	2,720.00	2,720.00
3982 - SHAFTS & SLEEVES, INC.	PO 48379 BLANKET	1,485.00	1,485.00
5099 - SHAH & RUBENSTEIN, LLC	PO 48070 RESO 26-7 2026 TAX APPEAL COUNSEL	6,527.50	6,527.50
648 - SHERWIN-WILLIAMS	PO 48248 BLANKET / SUPPLIES / MATERIALS	2,308.08	2,308.08
2817 - SMART STITCH INC	PO 46878 2025 HUMAN SERVICES YOUTH APPAREL	709.75	709.75
1253 - SOFTWARE HOUSE INTERNATIONAL (SHI)	PO 48049 RESO 22-398 MICROSOFT 0365 YEAR 3 OF 3	105,868.00	105,868.00
702 - STAPLES BUSINESS ADVANTAGE	PO 48573 Deanna Stockton Business Cards	51.99	
	PO 48628 Fire Department Envelopes	476.98	
	PO 48659 TAYLOR SAPUDAR - Business Cards	51.99	580.96
5356 - STATE ROAD PLAZA, LLC	PO 48693 REFUND OF APPLICATION FEES FOR APPLICATI	3,605.00	3,605.00
5349 - STEVEN OMIECINSKI	PO 48597 MOVED OUT PAID UP TO 08/05/26 REQUESTED	1,044.00	1,044.00
716 - STEVENSON SUPPLY	PO 48386 BLANKET	2,121.71	2,121.71
625 - STEWARTS TOWING	PO 48168 BLANKET TOWING TV	7,705.00	7,705.00
989 - SUBURBAN PROPANE	PO 48391 BLANKET	50.00	50.00
1211 - SUSTAINABLE PRINCETON	PO 48061 RESO 26-33 - 2026 SERVICES RELATED TO SU	12,500.00	12,500.00
2906 - SYNATEK, LP	PO 48392 BLANKET	683.55	683.55
5118 - TOPOLOGY NJ, LLC	PO 45953 RESOLUTION 25-67 PLANNING SERVICES FOR W	1,400.00	
	PO 47825 RESO 25-390 PLANNING SERVICES/PRELIMINAR	9,975.00	11,375.00
331 - TREASURER, STATE OF NEW JERSEY	PO 48748 ANNUAL SITE REMEDIATION FEE/PRINCETON SP	950.00	950.00
853 - TREASURER-STATE OF NEW JERSEY	PO 48747 ELEVATOR SAFETY/PRINCETON PARKING GARAGE	704.00	704.00
4836 - TRENTON RENEWABLE POWER, LLC	PO 46094 BLANKET/FOOD WASTE PROGRAM	245.70	245.70
1167 - TRIUS INC.	PO 48169 BLANKET PARTS TV	6,729.94	6,729.94
2592 - UNIFIRST CORPORATION	PO 48633 BLANKET - UNIFORMS FOR PUBLIC WORKS	8,055.23	
	PO 48634 BLANKET - UNIFORMS FOR PARKING	1,286.04	
	PO 48635 BLANKET - UNIFORMS FOR SOC	1,973.40	11,314.67
923 - UNITED PARCEL SERVICE	PO 48769 Acct. 6AF535 - Service Charge - 2/14/26	228.66	
	PO 48802 Acct. 6AF535 - Service Charge - 2/28/26	53.34	282.00
211 - UNITED SITE SERVICES	PO 48204 BLANKET/MISC. RENTAL	425.26	
	PO 48204 BLANKET/MISC. RENTAL	95.63	
	PO 48588 COMFORT STATION	45.96	566.85
1278 - VAN CLEEF ENGINEERING ASSOC.	PO 47584 CONTRACT - LAND USE ENGINEERING SERVICES	7,263.00	7,263.00
20 - VERIZON	PO 48503 MONTHLY TELEPHONE EXPENSE ACCT #: 957-13	397.95	397.95
20 - VERIZON	PO 48721 Phone - Acct. 250-717-293-0001-43 - Pump	487.92	487.92
20 - VERIZON	PO 48732 Phone - Acct. 357-046-267-0001-33 Bundle	2,572.98	2,572.98
20 - VERIZON	PO 48768 Phone - Acct. 756-981-704-0001-54 - Bill	63.53	63.53
1151 - VILLAGE OFFICE SUPPLY	PO 48580 PRINTING	92.73	92.73
1146 - VOIP NETWORKS	PO 48797 Phone System - Acct #CORP-000105 - Bill	1,382.87	1,382.87
2 - WB MASON CO	PO 45773 2025 EXPENSES (CK09MERCER2023-13)	183.09	

List of Bills - Clearing Claims

Meeting Date: 03/09/2026 For bills from 02/24/2026 to 03/06/2026

Vendor	Description	Payment	Check Total
	PO 45773 2025 EXPENSES (CK09MERCER2023-13)	1,039.96	
	PO 48446 BLANKET / OFFICE SUPPLIES 2026 HEALTH DE	66.11	
	PO 48499 BLANKET - HUMAN SERVICES GENERAL OFFICE	48.30	
	PO 48526 BLANKET - FINANCE/TAX/HR OFFICE SUPPLIES	168.42	
	PO 48574 BLANKET OFFICE SUPPLIES	47.42	
	PO 48771 Printer Ink	197.91	1,751.21
4468 - WEGMANS FOOD MARKETS, INC.	PO 46482 BLANKET 2025	85.00	85.00
2677 - WIRELESS ELECTRONICS, INC.	PO 47976 SETCOM WIRELESS SPEAKER MIC SBTE-MZ4	1,976.20	1,976.20
2677 - WIRELESS ELECTRONICS, INC.	PO 48428 LABOR TO REPLACE NEW MOUNTS AND ANTENNA	881.48	
	PO 48428 LABOR TO REPLACE NEW MOUNTS AND ANTENNA	510.00	1,391.48
2677 - WIRELESS ELECTRONICS, INC.	PO 48653 MAGNETIC MICS	119.85	119.85
826 - WITHERSPOON MEDIA GROUP	PO 48733 CLASSIFIED AD FOR THE PRINCETON RIDGE EA	308.00	308.00
998 - WM CORPORATE SERVICES, INC.	PO 45868 BLANKET/CONTRACT NO.T2665	417.62	417.62
1117 - YOUNG JR, PETER H	PO 48760 Retiree - Medical - Oct-Nov-Dec 2025	4,679.20	4,679.20
1116 - YOUNG, LILLIAN	PO 48784 1st Quarter 2026 Medicare	608.70	608.70
3432 - ZAMPINI, JOHN	PO 47229 RESOLUTION 25-303 BOW HUNTING ON PUBLIC	2,400.00	2,400.00
TOTAL			3,649,003.54

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-192-08-105-006	OTHER FEES & PERMITS - ZONING			3,605.00	
01-201-20-105-200	PERSONNEL - OE	1,990.14			
01-201-20-110-200	MAYOR & COUNCIL OE	331.77			
01-201-20-111-200	ADMINISTRATIVE & EXECUTIVE OE	44,311.71			
01-201-20-120-200	MUNICIPAL CLERK OE	4,084.00			
01-201-20-125-200	INFORMATION TECHNOLOGY - OE	6,530.43			
01-201-20-125-233	COMPUTER EXPENSE-SOFTWARE MAINT AND FEES	17,265.34			
01-201-20-130-200	FINANCE ADMINISTRATION OE	1,192.25			
01-201-20-145-200	COLLECTION OF TAXES OE	56.14			
01-201-20-151-200	DEFENSE OF TAX APPEALS OE	6,527.50			
01-201-20-165-200	ENGINEERING SERVICES OE	51.99			
01-201-20-175-200	HISTORIC PRESERVATION COMMITTEE - OE	45.84			
01-201-21-180-200	REGIONAL PLANNING BD. - TWP - OE	2,593.07			
01-201-21-181-200	SUSTAINABLE PRINCETON	12,500.00			
01-201-23-210-200	LIABILITY INSURANCE OE	498,696.00			
01-201-23-215-200	WORKERS COMP. INSURANCE OE	324,242.00			
01-201-23-220-200	EMPLOYEE GROUP INSURANCE OE	8,537.14			
01-201-25-240-200	POLICE OE	3,864.45			
01-201-25-265-200	FIRE OE	1,485.98			
01-201-25-266-200	FIRE HYDRANT SERVICES OE	50,360.28			
01-201-25-267-200	FIRE FACILITIES OE	18,197.83			
01-201-25-268-200	FIRE INSPECTOR OE	225.00			
01-201-26-290-200	ROAD REPAIRS & MAINTENANCE OE	17,390.68			
01-201-26-305-200	GARBAGE & TRASH REMOVAL OE	244,856.58			
01-201-26-310-200	PUBLIC BUILDINGS & GROUNDS OE	26,732.11			
01-201-26-315-200	VEHICLE MAINT. - ADMIN. OE	39,006.23			
01-201-27-330-200	BOARD OF HEALTH OE	366.11			
01-201-27-331-200	SUZANNE PATTERSON CENTER OE	8,400.00			
01-201-27-335-200	ENVIRONMENTAL COMMISSION OE	625.00			
01-201-27-340-200	ANIMAL CONTROL OE	519.00			
01-201-27-345-200	HUMAN SERVICES OE	5,219.06			
01-201-28-370-200	JOINT RECREATION BOARD OE	3,839.04			
01-201-28-375-200	PARK MAINTENANCE OE	6,398.33			
01-201-29-390-200	JOINT PUBLIC LIBRARY OE	1,500,000.00			
01-201-31-430-200	ELECTRICITY & GAS OE	1,684.31			
01-201-31-431-200	NATURAL GAS OE	14,013.01			
01-201-31-435-200	STREET LIGHTING OE	12,785.54			
01-201-31-440-200	TELEPHONE OE	3,028.80			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-31-455-200	SEWER FACILITIES OPERATING OE	8,180.85			
01-201-31-460-200	GASOLINE OE	46,872.80			
01-201-43-490-200	MUNICIPAL COURT OE	129.20			
01-203-20-112-200	(2025) FLU PROGRAM OE			85.00	
01-203-20-125-200	(2025) INFORMATION TECHNOLOGY - OE		20,996.25		
01-203-20-125-233	(2025) COMPUTER EXPENSE-SOFTWARE MAINT AND FEES		105,868.00		
01-203-20-155-200	(2025) LEGAL SERVICES & COSTS OE		30,000.50		
01-203-20-165-200	(2025) ENGINEERING SERVICES OE		7,263.00		
01-203-21-180-200	(2025) REGIONAL PLANNING BD. - TWP - OE		30,706.00		
01-203-23-210-200	(2025) LIABILITY INSURANCE OE		15,405.00		
01-203-23-220-200	(2025) EMPLOYEE GROUP INSURANCE OE		3,707.52		
01-203-25-240-200	(2025) POLICE OE		1,976.20		
01-203-25-252-200	(2025) EMERGENCY MANAGEMENT OE		510.88		
01-203-25-267-200	(2025) FIRE FACILITIES OE		302.40		
01-203-26-305-200	(2025) GARBAGE & TRASH REMOVAL OE		417.62		
01-203-26-310-200	(2025) PUBLIC BUILDINGS & GROUNDS OE		1,347.80		
01-203-27-343-200	(2025) DEER MANAGEMENT PROGRAM - OE		2,400.00		
01-203-27-345-200	(2025) HUMAN SERVICES OE		892.84		
01-203-31-455-200	(2025) SEWER FACILITIES OPERATING OE		2,247.15		
01-260-05-100	DUE TO CLEARING/CLAIMS			0.00	3,170,866.67
TOTALS FOR	CURRENT FUND	2,943,135.51	224,126.16	3,605.00	3,170,866.67
02-213-44-915-301	FOOD WASTE RECYCLING			245.70	
02-213-44-967-301	NATIONAL OPIOID SETTLEMENT			9,230.00	
02-213-44-992-301	NJS FOOD INSECURITY ISSUES GRANT			1,039.96	
02-260-05-100	DUE TO CLEARING/CLAIMS			0.00	10,515.66
TOTALS FOR	GRANT FUND	0.00	0.00	10,515.66	10,515.66
04-215-21-033-000-000	Ordinance 2021-33 Acquisition of Open Space			308.00	
04-215-22-018-000-000	Ordinance 2022-18 NJ I-Bank			72,464.28	
04-215-22-019-000-000	Ordinance 2022-19 Various Capital Improvements			24,500.00	
04-215-23-019-000-000	Ordinance 2023-19 I-Bank Improvements			212,503.64	
04-215-23-021-000-000	Ordinance 2023-21 Various Capital Improvements			4,492.92	
04-215-24-014-000-000	Ordinance 2024-14 Various Capital Improvements			17,500.00	
04-215-24-017-000-000	Ordinance 2024-17 Sewer Improvements (I-Bank)			68,571.58	
04-215-24-034-000-000	Ordinance 2024-34 Acq of Westminster			11,375.00	
04-260-05-100	DUE TO CLEARING/CLAIMS			0.00	411,715.42
TOTALS FOR	GENERAL CAPITAL FUND	0.00	0.00	411,715.42	411,715.42
05-192-08-112-007	GARAGE PARKING PERMITS			1,044.00	
05-201-02-007-200	PARKING OE	36,859.67			
05-260-05-100	DUE TO CLEARING/CLAIMS			0.00	37,903.67
TOTALS FOR	PARKING UTILITY OPERATING FUND	36,859.67	0.00	1,044.00	37,903.67
12-201-20-125-200	OPEN SPACE - OTHER EXPENSE - PARK MAINT	9,987.12			
12-260-05-100	DUE TO CLEARING/CLAIMS			0.00	9,987.12
TOTALS FOR	OPEN SPACE FUND	9,987.12	0.00	0.00	9,987.12
17-260-05-100	Due To Claims/Clearing			0.00	7,425.00
17-290-20-000-000	PROFESSIONAL FEES			7,425.00	
TOTALS FOR	ESCROW	0.00	0.00	7,425.00	7,425.00
40-201-20-105-200	AFFORDABLE HOUSING BOARD OE	590.00			
40-260-05-100	DUE TO CLAIMS/CLEARING			0.00	590.00
TOTALS FOR	AFFORDABLE HOUSING UTILITY	590.00	0.00	0.00	590.00

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

Total to be paid from Fund 01	CURRENT FUND	3,170,866.67			
Total to be paid from Fund 02	GRANT FUND	10,515.66			
Total to be paid from Fund 04	GENERAL CAPITAL FUND	411,715.42			
Total to be paid from Fund 05	PARKING UTILITY OPERATING FUND	37,903.67			
Total to be paid from Fund 12	OPEN SPACE FUND	9,987.12			
Total to be paid from Fund 17	ESCROW	7,425.00			
Total to be paid from Fund 40	AFFORDABLE HOUSING UTILITY	590.00			

		3,649,003.54			

Checks Previously Disbursed

226	MERCER COUNTY	PO# 48738	34,310.34	2/26/2026
227	PRINCETON BUSINESS PARTNERSHIP INC	PO# 48741	111,580.50	2/27/2026

			145,890.84	

Totals by fund	Previous Checks/Voids	Current Payments	Total

Fund 01 CURRENT FUND	145,890.84	3,170,866.67	3,316,757.51
Fund 02 GRANT FUND		10,515.66	10,515.66
Fund 04 GENERAL CAPITAL FUND		411,715.42	411,715.42
Fund 05 PARKING UTILITY OPERATING FUND		37,903.67	37,903.67
Fund 12 OPEN SPACE FUND		9,987.12	9,987.12
Fund 17 ESCROW		7,425.00	7,425.00
Fund 40 AFFORDABLE HOUSING UTILITY		590.00	590.00

BILLS LIST TOTALS	145,890.84	3,649,003.54	3,794,894.38
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Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-093

Agenda Date: 3/9/2026

Agenda #: 2.

Resolution of the Mayor and Council of Princeton Authorizing Appointments to Boards, Commissions and Committees

BE IT RESOLVED by the Mayor and Council of Princeton:

The following appointments are hereby made:

Name and Board	Term	Expires
<u>Shade Tree Commission</u>		
Radhika Pola (replaces Kurt "Buzz" Sten)	5 year	1/1/2030*

*filling an unexpired term

**As per NJSA 40:14A



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-094

Agenda Date: 3/9/2026

Agenda #: 3.

Resolution of the Mayor and Council of Princeton Approving the Placement of a Banner Over Washington Road by the Princeton Triangle Club from May 18, 2026 to May 25, 2026

WHEREAS, the Princeton Triangle Club will be announcing their Reunion Shows to the community; and

WHEREAS, the Princeton Triangle Club has requested permission to install a banner over Washington Road in Princeton with approval of the Office of Community and Regional Affairs at Princeton University beginning Monday, May 18, 2026 through Monday, May 25, 2026 to advertise this event to the entire Princeton Community; and

WHEREAS, this banner will be promptly removed after its use as required by Princeton ordinances; and

WHEREAS, in accordance with Princeton Ordinance 14-32 any banner that is removed by Princeton will be held by Princeton for thirty (30) days and then disposed of; and

WHEREAS, in accordance with Princeton Ordinance 14-32 any applicant failing to remove a banner will not be permitted to display any banner for the succeeding two years; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby approve placement of said banner on Washington Road in accordance with Princeton Ordinances 14-28 to 14-32.



Municipality of Princeton, NJ

400 Witherspoon St
Princeton, NJ 08540

Staff Report

File #: R-26-095

Agenda Date: 3/9/2026

Agenda #: 4.

Resolution of the Mayor and Council of Princeton Approving the Placement of a Banner Over Washington Road by the Arts Council of Princeton from April 20, 2026 to April 27, 2026

WHEREAS, the Arts Council of Princeton will be announcing Porchfest to the community; and

WHEREAS, the Arts Council of Princeton has requested permission to install a banner over Washington Road in Princeton with approval of the Office of Community and Regional Affairs at Princeton University beginning Monday, April 20, 2026 through Monday, April 27, 2026 to advertise this event to the entire Princeton Community; and

WHEREAS, this banner will be promptly removed after its use as required by Princeton ordinances; and

WHEREAS, in accordance with Princeton Ordinance 14-32 any banner that is removed by Princeton will be held by Princeton for thirty (30) days and then disposed of; and

WHEREAS, in accordance with Princeton Ordinance 14-32 any applicant failing to remove a banner will not be permitted to display any banner for the succeeding two years; and

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby approve placement of said banner on Washington Road in accordance with Princeton Ordinances 14-28 to 14-32.