

BOROUGH OF RARITAN

REGULAR MEETING

TUESDAY, FEBRUARY 17, 2026

6:30 P.M. – EXECUTIVE SESSION

7 P.M. – REGULAR SESSION

AGENDA

I. CALL TO ORDER

II. STATEMENT OF COMPLIANCE WITH THE OPEN PUBLIC MEETINGS ACT: MAYOR DONALD TOZZI

This Regular Meeting of the Governing Body was called pursuant to applicable portions of the Open Public Meetings Act. Adequate Notice of this Regular Meeting was posted in Borough Hall, on the Borough website and communicated to *The Courier News*, *The Star Ledger* and *The Breeze* on January 8, 2025.

III. ROLL CALL

Council President Fritzingler, Councilman Agrawal, Councilman DiGraziano, Councilman Giraldi, Councilman Harwood, Councilman Martinez

IV. INVOCATION AND FLAG SALUTE

Councilman Giraldi

V. EXECUTIVE SESSION

Resolution No. 2026-02-040

Entering Executive Session

1. Personnel
Administration, Finance
2. Attorney Client
Affordable Housing

VI. TOWNWIDE REVALUATION

Tax Assessor Anthony DiRado

VII. PUBLIC COMMENT (AGENDA ITEMS ONLY)

(In accordance with Section 29-1 of the Code of the Borough of Raritan, there shall be a five-minute limit per speaker)

VIII. MINUTES

None

IX. COUNCIL COMMITTEE & LIAISON REPORTS

X. OLD BUSINESS

None

XI. NEW BUSINESS

1. Appointment to Recreation Committee – Molly Martinez (DT)
2. Bridgewater-Raritan Appointments – Bridgewater-Raritan Youth Services Commission & Bridgewater-Raritan Municipal Alliance (KD)

XII. RESOLUTION

Resolution No. 2026-02-041

Authorizing the Execution of a Settlement Agreement with Bespoke Realty LLC

XIII. ORDINANCES – SECOND READING & PUBLIC HEARING

Ordinance No. 2026-01

An Ordinance Amending Chapter 7, Borough Municipal Building, of the Code of the Borough of Raritan

The purpose of this Ordinance is to update the building usage rules and regulations for the Borough Municipal Building

Ordinance No. 2026-02

An Ordinance Amending the Borough Code to eliminate turning restrictions on the Tillman Side of First Avenue

The purpose of this Ordinance is to allow turns from Tillman Street onto First Avenue

Ordinance No. 2026-03

An Ordinance Amending the Land Use and Development Ordinance of the Borough of Raritan to Address the Requirements of the Fair Housing Act and the Uniform Housing Affordability Controls (UHAC) Regarding Compliance with the Borough's Affordable Housing Obligations

The purpose of this Ordinance is to update Raritan's affordable housing rules to comply with state law and the Fair Housing Act. It puts into effect the Borough's court-approved plan for meeting its affordable housing obligations and sets standards to ensure affordable units are properly built, fairly distributed, and remain affordable over the long term.

XIV. ORDINANCES – INTRODUCTION

Ordinance No. 2026-04

An Ordinance Amending the Land Use and Development Ordinance of the Borough of Raritan to address the requirements of the Fair Housing Act and the Uniform Housing Affordability Controls (UHAC) and the Affordable Housing Rules at N.J.A.C. 5:99 Regarding Compliance with the Borough's Affordable Housing Obligations

The purpose of this Ordinance is to update Raritan’s rules for collecting development fees from new construction to help fund affordable housing. It sets the fee amounts, exemptions, and requirements for collecting, managing, and using the money in compliance with state law.

Ordinance No. 2026-06

An Ordinance Amending Chapter 207 “Land Use and Development”, Part 6 “Zoning”, Article Xv “District Regulations” to include new Section 207-126.3 Entitled “Ah-2 Affordable Housing Overlay Zone”

The purpose of this ordinance updates the zoning rules to allow a new residential development that includes affordable housing. Its purpose is to help the Borough meet its state affordable housing obligations while setting general standards for how the development would be designed and built.

Ordinance No. 2026-07

An Ordinance Amending Chapter 207 “Land Use And Development”, Part 6 “Zoning”, Article Xv “District Regulations” To Include New Section 207-126.3 Entitled “Ah-2 Affordable Housing Overlay Zone”

This ordinance updates the Borough’s zoning regulations to allow a residential development that includes affordable housing. Its goal is to support the Borough’s long-term housing planning efforts while establishing general standards for how such development may occur.

Ordinance No. 2026-08

An Ordinance Exceeding the CY2026 Municipal Budget Appropriation Limits and Establishing a Cap Bank (N.J.S.A. 40A:4-45.14)

The purpose of this Ordinance is an annual budgetary item to increase the appropriation limits and to establish a cap bank.

XV. CONSENT AGENDA

(Resolution No. 2026-02-042 through No.2026-02-048)

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|----------------------------|--|
| Resolution No. 2026-02-042 | Appointing Deputy OEM Coordinator – Myrnyj |
| Resolution No. 2026-02-043 | Appointing Acuity Consulting Services, LLC – Administrative Agent for the Borough of Raritan |
| Resolution No. 2026-02-044 | Approving Budget Transfer |
| Resolution No. 2026-02-045 | Authorizing the Execution of an Amended Jurisdictional and Joint Administration Agreement Between Bridgewater Township and Raritan Borough |
| Resolution No. 2026-02-046 | Authorizing Submission of a Grant to the NJDCA – FY26 Local Recreation Improvement Grant Program |
| Resolution No. 2026-02-047 | Authorizing Refund – Tax Overpayment – Block 1, Lot 6.22 |
| Resolution No. 2026-02-048 | Authorizing Refund – Tax Overpayment – Block 1.01, Lot 8 |

XVI. BILLS LIST

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| Resolution No. 2026-02-049 | Approving Bills List |
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XVII. CERTIFICATION OF FUNDS

1. Automatic Communication Alarm—Install Security Cameras & Cancel Plan—\$38,925.00
2. Ford Motor Credit Company, LLC—Purchase of Police Vehicle—\$23,841.85
3. Professional Property Appraisers—2026 Revaluation—\$69,560.00
4. Van Cleef Engineering Associates—MS4 Watershed Mapping & Plan Submittal—\$21,724.00
5. SSP Architects – Police Renovation – \$9,600.00

XVIII. PUBLIC COMMENT

(In accordance with Section 29-1 of the Code of the Borough of Raritan, there shall be a five-minute limit per speaker)

XIX. ADJOURNMENT

Next Regular Meeting:
Tuesday, March 3, 2026
6:30 p.m. – Executive Session
7 p.m. – Regular Session

BOROUGH OF RARITAN
RESOLUTION 2026-02-040

ENTERING EXECUTIVE SESSION

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-7, et seq., commonly known as the Sunshine Law, requires Borough Council meetings be open to the public, except for the discussion of certain subjects; and

WHEREAS, the Sunshine Law also requires an Executive Session be authorized by Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, that the following portion of this meeting shall be closed to the public and the Regular Session shall resume after the conclusion of the Executive Session.

BE IT FURTHER RESOLVED that the subject(s) listed for discussion in Executive Session shall be Personnel and Attorney Client.

BE IT FURTHER RESOLVED that the public release of these Minutes will occur at a time the Borough Attorney determines the information can be disclosed.

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey at a Regular Meeting held in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869, on February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

BOROUGH OF RARITAN
RESOLUTION 2026-02-041

**AUTHORIZING THE EXECUTION OF A SETTLEMENT
AGREEMENT WITH BESPOKE REALTY LLC**

WHEREAS, the Borough of Raritan (the “Borough” or “Raritan”) having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the “Program”) and a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the “Fair Housing Act”) on January 23, 2025; and

WHEREAS, the Court entered an order on March 26, 2025, setting the Borough’s Fourth Round fair share obligations as a Present Need of 9 units and a Prospective Need of 99 units, which no party appealed, and ordering the Borough to file a Housing Element and Fair Share Plan (“HEFSP”) by June 30, 2025; and

WHEREAS, the Borough having filed its HEFSP on June 26, 2025 (“Adopted HEFSP”); and

WHEREAS, Fair Share Housing Center (“FSHC”) having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Borough’s HEFSP on August 31, 2025; and

WHEREAS, Bespoke having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Borough’s HEFSP on August 28, 2025; and

WHEREAS, the Borough and Bespoke Realty LLC have agreed to amicably resolve the issues set forth in the challenge through this settlement agreement and present this agreement for review by the Program and referral to the Mount Laurel judge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, which if approved will result in a compliance certification for the Borough for the Fourth Round; and

WHEREAS, a copy of the settlement agreement is attached hereto.

NOW THEREFORE BE IT RESOLVED by the governing body of the Borough of Raritan, County of Somerset, State of New Jersey as follows:

1. The settlement agreement in the form attached hereto is hereby approved;
2. The Mayor is hereby authorized and directed to execute same on behalf of the Borough of Raritan.

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey at a Regular Meeting held in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869, on February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “**Agreement**”) made as of the _____ day of February 2026 (the “Effective Date”) by and between:

BESPOKE REALTY LLC, a limited liability company registered in the State of New Jersey, having offices at 216 North Avenue East, Cranford, New Jersey 07016 (hereinafter the “**Developer**”);

AND

BOROUGH OF RARITAN, a public body corporate and politic of the State of New Jersey, having its offices at 22 First Street, Raritan, New Jersey 08869 (hereinafter the “**Borough**”). The Borough and Developer are sometimes singularly referred to herein as a “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, Developer is the owner of property located at the intersection of First Avenue and Burns Street and identified as Block 80, Lots 17-20, 20.01 and 20.02 on the Borough’s tax map (the “Property”); and

WHEREAS, the Property is already developed with multi-family residences; and

WHEREAS, Developer seeks to develop the Property with a 3-story, 21-unit townhouse development, including four units set-aside for affordable housing, parking and related site improvements (the “**Inclusionary Development**”); and

WHEREAS, on March 20, 2024, the Governor signed into law amendments to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et. seq. (the “**Amended FHA**”) that governs the affordable housing process for the Fourth Round and beyond; and

WHEREAS, the Department of Community Affairs (“DCA”) published a non-binding calculation of Fourth Round fair share obligations on October 18, 2024; and

WHEREAS, the DCA calculated the Borough’s Fourth Round Prospective Need as ninety-nine (99) units and Fourth Round Present Need as nine (9) units; and

WHEREAS, the Amended FHA includes a process that allows municipalities to demonstrate their compliance with the Mount Laurel Doctrine and receive a Compliance Certification from the Affordable Housing Dispute Resolution Program (the “**Program**”) protecting them from Exclusionary Zoning Litigation (as defined in the Amended FHA); and

WHEREAS, the Administrative Office of the Courts issued Directive #24-14 (as amended, the “**Directive**”) on December 13, 2024, outlining the procedures for participation in the Program; and

WHEREAS, on or about January 21, 2025 the Borough adopted binding Resolution 2025-01-027 accepting the DCA’s calculation of its Fourth Round affordable housing obligation; and

WHEREAS, on or about January 23, 2025 the Borough filed a declaratory judgment action with the Law Division of the Superior Court under Docket No. SOM-L-107-25 (“**DJ Action**”), pursuant to the Amended FHA and the Directive; and

WHEREAS, on or about March 26, 2025 the County-level affordable housing judge entered an order accepting DCA’s calculation of the Borough’s Fourth Round Prospective Need as ninety-nine (99) units and Fourth Round Present Need as nine (9) units; and

WHEREAS, on or about June 24, 2025 the Borough adopted Resolution 2025-06-094 endorsing the Fourth Round Housing Element and Fair Share Plan (“**HEFSP**”), prepared by Kyle McManus Associates; and

WHEREAS, on or about June 25, 2025 the Borough Planning Board adopted the HEFSP; and

WHEREAS, on or about June 26, 2025 the Borough submitted its HEFSP to the Program; and

WHEREAS, on or about August 28, 2025 Developer filed a timely challenge to the HEFSP with the Program; and

WHEREAS, Developer and the Borough seek to settle Developer’s objection to the Borough’s HEFSP by entering into this Agreement, which sets forth the terms, conditions, responsibilities and obligations of the Parties with respect to the Borough’s HEFSP and the Inclusionary Development and seek the Program’s and the Law Division’s approval of this Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

1. **Incorporation of Recitals and Purpose.**

- a. The Parties hereto agree that the statements contained in the foregoing recitals be and hereby are incorporated into this Agreement as if more fully set forth herein at length.
- b. The Parties agree that the purpose of this Agreement is to (i) settle Developer’s objection to the Borough’s HEFSP, (ii) avoid litigation regarding the Borough’s HEFSP, and (iii) create the requisite opportunity for the construction of the Inclusionary Development.
- c. For purposes of this settlement, the Parties agree that the Property is available, approvable, developable and suitable for the Inclusionary Development as those terms are used in the Amended FHA, the Council on Affordable Housing (“**COAH**”) regulations, N.J.A.C. 5:93-1 et seq. & 5:97-1 et seq., and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. (“**UHAC**”), for the use permitted by this Agreement.

2. **Basic Terms and Conditions.**

- a. To address the Borough's Fourth Round affordable housing obligation, in part, the Borough agrees to undertake and, attempt in good faith, to complete the process outlined herein to permit the construction of the Inclusionary Development on the Property, as depicted in the Concept Plan, entitled "Preliminary Design First Avenue Redevelopment," prepared by MidAtlantic Architecture + Design, dated February 12, 2026, and consisting of one (1) sheet, which is attached hereto as "Exhibit A" and made part of this Agreement ("**Concept Plan**").
- b. Developer will provide and shall be permitted to construct a total of twenty-one (21) townhouse units, comprised of 17 market-rate and 4 affordable units (the "**Affordable Units**") and a payment in lieu contribution to the Borough's Affordable Housing Trust Fund in the amount of Sixty-eight Thousand Dollars (\$68,000.00). The payment in lieu contribution is calculated based upon a cost to construct per unit of Three Hundred and Forty Thousand Dollars (\$340,000.00) multiplied by Two Tenths (.2). The payment in lieu shall be paid in full prior to the issuance of a Certificate of Occupancy for the Project. The Parties agree that the Concept Plan is illustrative of the Inclusionary Development. However, the Parties acknowledge that the Concept Plan is not a fully designed site plan and that Developer may make modifications to the Inclusionary Development during the process of obtaining the Required Approvals (as defined in Section 3g, *infra*) but in no case shall any modification reduce the number of Affordable Units contemplated for under this Agreement. Further, to the extent a modification requires bulk variance relief, the Developer must satisfy the applicable "C" criteria in order to obtain such relief..
- c. The Parties hereto recognize that this Agreement is subject to the provisions of N.J.S.A. 52:27D-304.1(f)(2)(b), which requires the Program to evaluate whether the HEFSP is compliant with the Amended FHA, applicable regulations and the Mount Laurel Doctrine. In the event the Program determines that the Project, as revised subsequent to the resolution of this challenge, is not compliant, the Parties shall negotiate reasonably and diligently to bring the Project into compliance for inclusion in the HEFSP in accordance with the Amended FHA, applicable regulations and the Mount Laurel Doctrine.
- d. In the event of a successful appeal of the compliance certification issued pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b), the Parties' obligations to each other as set forth in this Agreement shall survive, the Parties shall remain bound by the terms of this Agreement and shall be required to take the steps necessary toward the development of the Project as set forth herein.

3. **Borough Obligations.**

- a. Within three (3) days after the Effective Date, the Borough shall file this Agreement with the Program.

- b. The Borough shall confer with the Developer in drafting an ordinance, and shall include it in its Fourth Round HEFSP. The purpose of the ordinance is to establish zoning standards which will enable the Developer to construct the Project substantially in accordance with the Concept Plan (the “**Ordinance**”). The Borough’s professionals and the Developer’s professionals shall work together to prepare the Ordinance to allow for the Inclusionary Development on the Property based upon the Concept Plan, such that the proposal and subsequent land development application that is consistent with the Concept Plan shall be permitted “as-of-right.” The goal is for the Ordinance to permit construction of the Inclusionary Development, as depicted in the Concept Plan, as fully conforming and without the need for any variance or design waiver relief.
- c. After introduction, the Borough shall promptly refer the Ordinance to the Borough’s Planning Board for consistency review.
- d. The Borough shall employ good faith efforts to conduct a hearing and consider the Ordinance for adoption on second reading within 30 days after the Planning Board conducts its consistency review. The Ordinance shall be adopted prior to March 15, 2026 as set forth in the Amended FHA.
- e. The Parties recognize that the Amended HEFSP (as defined in Section 4a, *infra*) is subject to approval by the Program and/or the County-level Housing Judge.
- f. Failure by the Borough to adopt the Ordinance shall constitute a breach of this Agreement and the Developer shall be permitted to file a motion to enforce litigant’s rights pursuant to Section 7(j), *infra*, including the ability to challenge the Borough’s HEFSP despite any time bar to the contrary.
- g. The Borough acknowledges that for the Developer to construct its Inclusionary Development, Developer is required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Borough, the Borough Planning Board, the Somerset County Planning Board, New Jersey Department of Environmental Protection, and New Jersey Department of Transportation (the “**Required Approvals**”). To the extent permitted under applicable law, the Borough agrees to support and endorse and, if necessary, sign, any applications of Developer that are in accordance with this Agreement and to seek expedited review of the development applications whose jurisdiction lies with the Borough Parties (defined below). The Borough agrees to expedite the processing of the development application and applications for building permits and other municipal permits. The Borough, and all officers, employees, committees, boards, agencies and agents of the Borough (the “**Borough Parties**”) shall take all reasonable steps to foster and facilitate development of the Inclusionary Development in accordance with this Agreement, including but not limited to applications related to allocation of capacity and delivery of public water and sewer service to the Property, and the vacation and/or relocation of easements and/or paper streets that would prevent the development of the Inclusionary Development. The Developer shall bear the costs (either direct or reimbursable) incurred in the relocation or vacation of any easement necessary to permit the development of the

Inclusionary Development. The Borough and the Borough Parties shall cooperate in all efforts of Developer to secure the Required Approvals in an expeditious fashion. The Borough further acknowledges that the Project as depicted on the Concept Plan may require modification to comply with conditions imposed by the Required Approvals, and that deviations and reasonable variances from the Borough's Land Use and Development Ordinance, the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ("**MLUL**"), or a waiver from the Residential Site Improvement Standards, as applicable, may be required to comply with the Required Approvals and effectuate the intent and purpose of this Agreement. Developer shall not be relieved from providing the appropriate proofs in support of any variance or waiver requests.

- h. The Borough recognizes that this Agreement contemplates the development of an "inclusionary development" within the meaning of the Amended FHA and the Mount Laurel Doctrine, and Developer shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments, in addition to what Developer has agreed to in this Agreement, including that the Borough and the Borough Parties shall not impose any cost generative requirements in accordance with applicable law. The Borough agrees to abide by the COAH regulations and shall eliminate development standards that are not essential to protect the public welfare as set forth in N.J.A.C. 5:93-10.1, the Mount Laurel Doctrine, and interpretive case law.

4. **HEFSP and Land Use Process.**

- a. Though not a party to this Agreement, the Parties anticipate that the Borough Planning Board shall consider for adoption an amendment to the Borough's HEFSP to include the Inclusionary Development and the terms of this Agreement (the "**Amended HEFSP**"). The Borough shall provide a draft of the Amended HEFSP to Developer at least five days prior to the public hearing for Developer's review and comment to ensure consistency with this Agreement.
- b. Within thirty days after the date that the Borough Planning Board adopts the Amended HEFSP, the Borough shall endorse the Amended HEFSP. Within three (3) days after the Borough endorses the Amended HEFSP, the Borough shall file the Borough Planning Board's Resolution adopting the Amended HEFSP and the Borough's Resolution endorsing the HEFSP with the Program and/or the County-level Housing Judge.
- c. The Parties understand that the Borough Planning Board is not a party to this Agreement, but the Borough will use its best efforts to work with the Borough Planning Board to help effectuate, as expeditiously and, as reasonably possible, action, following Developer's submission of an application for the Inclusionary Development, and in furtherance of the processing of Developer's development application(s) for the Inclusionary Development and/or site plan approvals, within the time limits imposed by the MLUL and to "fast track" the required approvals as set forth in N.J.A.C. 5:93-10.1. In the event of any appeal of the Ordinance, the Borough Planning Board shall process and take action on any development application by Developer for the Property which decision may be conditioned upon the outcome of any pending appeal. It is anticipated by the Parties that the Borough Planning

Board shall take all reasonable steps to foster and facilitate development of the Inclusionary Development in accordance with this Agreement.

- d. Except as provided in Section 3(e), failure by the Borough Planning Board to adopt the Amended HEFSP shall constitute a breach of this agreement and, the Developer shall be permitted to file a motion to enforce litigant's rights pursuant to Section 7(j), *infra*, including the ability to challenge the Borough's HEFSP despite any time bar to the contrary.

5. **Developer Obligations.**

- a. **Prohibition from challenging Borough's HEFSP or Amended HEFSP.** To the extent the Borough is in compliance with the terms of this Agreement, as approved by the Program and/or the County-level Housing Judge, Developer (and all successors in interest, affiliates, parties or other related entities) shall not: challenge the Borough's compliance with the Amended FHA, including without limitation the Borough's HEFSP, or the Amended HEFSP or Ordinance in any manner including, without limitation, at the Program, County-level Housing Judge or in any hearing required for approval of the Amended HEFSP and/or Ordinance.
- b. **Costs.** Except as provided otherwise in this Agreement, the Developer shall be responsible for all costs associated with the Inclusionary Development including, but not limited to, the preparation of all planning and engineering studies and investigations necessary to support the Inclusionary Development, and the construction of all on-site and off-site improvements subject to the MLUL, any other applicable laws and any Required Approvals.

6. **Mutual Obligations.**

- a. The Parties shall act in good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this Agreement by the Program and the County-level Housing Judge, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing. The Parties agree to provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement.
- b. **Obligation to Provide Notice of Pending Legal Action.** The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement. In the event of a successful legal challenge to this Agreement, the Ordinance, the Borough Planning Board approval of the Inclusionary Development, or any other legal action which results in a requirement to modify this Agreement and/or the Inclusionary Development, the parties shall negotiate in

good faith to reach a mutually acceptable amendment to this Agreement and any such other implementing agreements and resolutions.

- c. **Obligation to Comply with Regulations.** The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Inclusionary Development or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.
- d. **Good Faith Negotiations.** Developer and the Borough agree to enter good faith negotiations for the adoption of the Ordinance consistent with the Concept Plan. Same shall be formally adopted by the Borough in accordance with the MLUL and the Amended FHA.

7. **Miscellaneous.**

- a. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.
- b. **No Modification.** This Agreement constitutes the complete expression of the terms of the Agreement between the Parties. All other prior or contemporaneous agreements, representations or negotiations, if any, are superseded hereby and shall have no binding effect. No modification of, or amendment to, this Agreement shall be valid unless it is in writing and signed by the Parties to be charged.
- c. **Effect of Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Agreement may be executed simultaneously in one (1) or more portable document format (pdf.) or other e-mail or electronic counterparts, each of which shall be deemed an original.
- d. **Voluntary Agreement.** The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth in this Agreement. The Parties agree that the terms and language of this Agreement were the result of negotiations between the Parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any party. Any controversy over the construction of this Agreement shall be decided neutrally, in light of its conciliatory purpose, and without regard to events of authorship or negotiation. This Agreement may be modified or amended only by a written instrument signed by both Parties. This is a negotiated agreement wherein both Parties were represented by legal counsel. This Agreement shall not be construed against any party by virtue of its counsel having prepared same or part thereof.

- e. **Authority to Execute Agreement.** Each individual executing this Agreement represents and warrants that they have the authority to do so and that execution and delivery of this Agreement has been duly and validly authorized. Each party to this Agreement further represents and warrants that they have not, as of the Effective Date: (i) transferred, assigned or conveyed; (ii) agreed to transfer, assign or convey; or (iii) taken any action that would cause there to be transferred, assigned or conveyed, at any time to any person and/or entity, in whole or in part, any claim released by or otherwise subject to this Agreement and any interest therein.
- f. **Transferability.** Developer shall have the right to transfer the development rights bestowed upon it in this Agreement to another developer.
- g. **Severability.** Unless otherwise provided herein, if any provision of this Agreement is invalid, illegal or unenforceable, the validity, legality, and enforceability of the other remaining provisions shall not be affected or impaired thereby.
- h. **Fees.** Except as otherwise provided herein, the Parties shall each bear their own respective attorneys' fees and costs in connection with the matters referenced in this Agreement, any investigation preceding this Agreement, and negotiation and review of this Agreement.
- i. **Default.** In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived in writing by all of the other Parties for whose benefit such obligation is intended, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days or such other reasonable period of time as may be appropriate if the defaulting Party is prohibited from curing the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available.
- j. **Borough Failure to Cure.** If the Borough defaults, and cannot cure said default, under this Agreement, then, at the option of the Developer, in its sole discretion and by prior written notice to the Borough and the Borough Planning Board, Developer shall have the right to file a motion to enforce litigant's rights or a separate action filed in Superior Court, Somerset County and, upon such filing, the Borough consents to the entry of an order providing Developer party status as an intervenor solely for purposes of its motion to enforce litigant's rights. The motion to enforce litigant's rights shall be to enforce the terms of this Agreement. Notwithstanding anything to the contrary herein, any election by Developer pursuant to this Section shall be in addition to all other rights and remedies available under this Agreement and at law and in equity.

- k. **Successors Bound.** The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.
- l. **Exhibits and Schedules.** Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of all Parties.
- m. **Conflict of Interest.** No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
- n. **Waiver.** The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of such enforcement for the default or a subsequent default.
- o. **Captions.** The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.
- p. **Construction, Resolution of Disputes.** Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Somerset County. The Parties expressly waive trial by jury in any such litigation. In the event of a default under this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees incurred in the enforcement thereof.
- q. **Conflicts.** The Parties acknowledge that this Agreement cannot be affected by any contradictory amendments to the Borough's HEFSP or Land Use and Development Ordinance, and this Agreement shall supersede and control with respect to those matters as applied to the Property.
- r. **Notice.** Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO THE BOROUGH:

Borough of Raritan
22 First Street
Raritan, NJ, 08869
Attn: Municipal Clerk

With copy to:

Richard W. Wenner, Esq.
Lavery, Selvaggi & Cohen, P.C.
1001 Route 517
Hackettstown, NJ 07840
Email: rwenner@lsaclaw.com

TO DEVELOPER:

Bespoke Realty LLC
216 North Avenue East
Cranford, New Jersey 07016
Attn: Nicolette Natale

With a copy to:

Wilentz, Goldman & Spitzer P.A.
90 Woodbridge Center Drive, Suite 900
Woodbridge, New Jersey 07095
Attn: Donna M. Jennings, Esq.
Email: djennings@wilentz.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor. Notice by counsel for a party shall be effective for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective for all purposes as of the date as set forth above.

BOROUGH OF RARITAN

BESPOKE REALTY LLC

By: _____
Name: Don Tozzi
Title: Mayor

By: _____
Name: Nicolette Natale
Title:

Dated: _____, 2026

Dated: _____, 2026

BOROUGH OF RARITAN
ORDINANCE NO. 2026-01

**ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH
OF RARITAN, COUNTY OF SOMERSET, STATE OF NEW JERSEY,
AMENDING AND SUPPLEMENTING CHAPTER 7 ENTITLED
“BOROUGH MUNICIPAL BUILDING” TO AMEND THE RULES
AND REGULATIONS REGARDING BUILDING USAGE**

WHEREAS, Raritan Borough has recently transitioned to a new Municipal Building; and

WHEREAS, by virtue of such transition, and following a thorough review of Chapter 7, entitled “Borough Municipal Building” of the Borough Code, the Borough Council wishes to amend Chapter 7 to address matters that are not presently covered by the Chapter.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey that Chapter 7, entitled “Borough Municipal Building” is hereby amended and supplemented as follows:

SECTION I:

Deletions to this Section shall be delineated by strikethrough text, ~~thusly~~.

Additions to this Section shall be delineated by underlined text, thusly.

§ 7-2.1 Use of Council Room Restricted.

The Council Room may only be utilized by the Borough Council and the Borough Planning Board. No other entity or person may utilize the Council Room without express advanced permission from the Borough Council.

§ 7-4. Regulations.

Any Raritan Borough resident may reserve the Community Room subject to the following regulations:

- A. Such a resident must always be present during the room’s use;
- B. The room must be restored to its condition prior to usage. In the event the room is not returned to such condition, and Borough resources are needed to remedy:
 1. The Borough reserves the right to charge the fee to the person or organization who made the reservation, at the discretion of the Borough Administrator.

C. [. . .]

§ 7-8. Reservation of Community Room

The room shall be reserved on a first-come, first-served basis. It shall be the responsibility of the individual, group, or entity seeking use of the Community Room to reserve the same through the Office of the Borough Clerk.

If requests for the use of the room are submitted simultaneously, the Borough Administrator shall have discretion regarding how Municipal facilities are to be utilized by the applicants.

§ 7-9. Preemption of Reservations and Reservations of Other Rooms

Any reservation of the Community Room may be preempted if the room is needed for an official governmental function. Such preemption decisions shall be made by the Borough Administrator.

The 2nd Floor Conference Room and the Executive Session Conference Room may be reserved by members of the Governing Body only and for the purpose of conducting official Borough business, such as meeting with their assigned committees and liaison assignments, constituents and/or employees. Such reservations may only be scheduled for timeslots during the hours of Borough Hall operation. Neither conference room shall be available outside of normal Borough Hall business hours.

Governing Body members may meet with members of the public in the Community Room, when the room is not previously reserved. Community Room meetings may take place after hours.

Should the contemplated reservation be preempted due to a scheduling conflict, the applicant shall have the opportunity to resubmit the room reservation application for another day and time.

SECTION II:

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistencies.

SECTION III:

If any article, section, subsection, paragraph, phrase or sentence of this ordinance is, for any reason, declared to be unconstitutional or invalid, such article, section, subsection, paragraph, phrase or sentence shall be deemed severable.

SECTION IV:

This ordinance shall take effect immediately upon final publication as provided by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was finally Adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, following a Second Reading and Public Hearing that took place in the Meeting Room of

the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869 on Tuesday, February 17, 2026, at 7 p.m. This Ordinance shall take effect upon proper publication, as required by law.

ADOPTION:

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Ordinance was Introduced by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, at a Regular Meeting held in Borough Hall, 9 West Somerset Street, Raritan, NJ 08869 on Tuesday, February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

BOROUGH OF RARITAN
ORDINANCE NO. 2026-02

AMENDING SECTION 82-82.3 OF CHAPTER 82 – VEHICLES AND TRAFFIC – PRESENTLY ENTITLED “THROUGH STREETS; STOP AND YIELD INTERSECTIONS; NO RIGHT TURNS” TO “THROUGH STREETS; STOP AND YIELD INTERSECTIONS; CERTAIN TURNS PROHIBITED,” AND AMENDING AND SUPPLEMENTING SAME TO CREATE PARAGRAPH D. THEREIN TO PERMIT TURNS FROM TILLMAN STREET ONTO FIRST AVENUE

WHEREAS, the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey prohibited the public from making left-handed turns on certain streets via Ordinance 2025-15; and

WHEREAS, since implementation it has become apparent to the Governing Body that turns from Tillman Street onto First Avenue are necessary for the safety of the public.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey that Section 82-82.3, presently entitled “Through Streets; Stop and Yield Intersections; Certain Turns Prohibited” be amended to remove the following turning restrictions regarding Tillman Street:

D. Left turns from Tillman Street onto First Avenue are also prohibited.

SECTION II:

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistencies.

SECTION III:

If any article, section, subsection, paragraph, phrase or sentence of this ordinance is, for any reason, declared to be unconstitutional or invalid, such article, section, subsection, paragraph, phrase or sentence shall be deemed severable.

SECTION IV:

This ordinance shall take effect immediately upon final publication as provided by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was finally Adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, following a Second Reading and Public Hearing that took place in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869 on Tuesday, February 17, 2026, at 7 p.m. This Ordinance shall take effect upon proper publication, as required by law.

ADOPTION:

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Ordinance was Introduced by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, at a Regular Meeting held in Borough Hall, 9 West Somerset Street, Raritan, NJ 08869 on Tuesday, February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

BOROUGH OF RARITAN
ORDINANCE NO. 2026-03

**AN ORDINANCE AMENDING THE LAND USE AND DEVELOPMENT
ORDINANCE OF THE BOROUGH OF RARITAN TO ADDRESS THE
REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING
AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH
THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS**

BE IT ORDAINED by Mayor and Council of the Borough of Raritan, Somerset County, New Jersey, that the Code of the Borough of Raritan is hereby amended to include provisions addressing Raritan's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985 as amended via P.L. 2024, c.2 in March of 2024. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The Raritan Borough Planning Board will adopt an amended Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Housing Element and Fair Share Plan will be endorsed by the Mayor and Council. This Ordinance implements and incorporates requirements of the soon to be adopted and endorsed amended Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This ordinance also addresses the requirements of a mediation agreement reached between the Borough of Raritan and Fair Share Housing Center relative to the Borough's Fourth Round Obligation for the period of July 1, 2025 to June 30, 2035.

The Land Use and Development Ordinance of the Borough of Raritan, Part 6, Article XVII, Affordable Housing, is hereby repealed and replaced as follows, to be titled "Affordable Housing Requirements":

§ 207-139 Affordable Housing Requirements

A. Introduction & Applicability

- (1) This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in Borough of Raritan 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").

- (2) 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.
- (3) The Borough of Raritan 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.
- (4) 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.
- (5) Applicability
 - (a) 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.
 - (b) 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.
 - (c) 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.

B. 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 were 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.

C. Monitoring and Reporting Requirements

(1) 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:

(a) 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>.

(b) 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.

(c) 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.

D. 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.

(1) 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.

(2) 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

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

(a) Design of 100 percent affordable developments:

[1] Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed 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.

[2] Each bedroom in each restricted unit must have at least one window.

[3] Restricted units must include adequate air conditioning and heating.

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

[1] 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.

[2] 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.

[3] 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.

[4] 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.

[5] 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.

[6] Each bedroom in each restricted unit must have at least one window.

- [7] Restricted units must be of the same unit type as market-rate units within the same building.
 - [8] 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.
- (c) 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:
- [1] 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.
 - [2] 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.
 - [3] 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 shall 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.
 - [4] Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed 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.
 - [5] 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).
 - [6] 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.
 - [7] Each bedroom in each restricted unit must have at least one window; and
 - [8] Restricted units must include adequate air conditioning and heating.
- (4) 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).
- (5) 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.
 - (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:
 - [1] At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 - [2] Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - [3] 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.
 - [4] At least 30% of all low- and moderate-income units, rounded up shall be two-bedroom units.
 - [5] At least 20% of all low- and moderate-income units, rounded up shall be three-bedroom units.
 - [6] 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.

(6) 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:
 - [1] An adaptable toilet and bathing facility on the first floor;
 - [2] An adaptable kitchen on the first floor;
 - [3] An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
 - [4] 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;
 - [5] 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
 - [6] 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:
 - (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) 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.

(e) 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.

[7] 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.

E. Affordable Housing Programs

- (1) 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.
- (2) 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).
 - (a) 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.
 - (b) Both ownership and rental units shall be eligible for rehabilitation funds.
 - (c) 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.
 - (d) 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.
 - (e) 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.

- (f) 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:
 - [1] 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.
 - [2] 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.
 - [3] Rents in rehabilitated units may increase annually based on the standards in UHAC.
 - [4] At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.
- (3) Extension of Controls Program (for ownership units per N.J.A.C. 5:97-6.14 and UHAC at N.J.A.C. 5:80-26.6(h) through (k) and (m); and for rental units per N.J.A.C. 5:97-6.14 and N.J.A.C. 5:80-26.12(h) through (k)).
 - (a) An extension of affordability controls program is established to maintain and extend the affordability of deed restricted units scheduled to come out of their affordability control period, subject to N.J.A.C. 5:97-6.14 and UHAC, including the following:
 - [1] The affordable unit meets the criteria for prior cycle (April 1, 1980 - December 15, 1986) or post December 15, 1986 credits set forth in N.J.A.C. 5:97.
 - [2] The affordability controls for the unit are scheduled to expire in the current round; or in the next round of housing obligations if the municipal election to extend controls is made no earlier than one year before the end of the current round;
 - [3] The municipality shall obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted unit meets all code standards.
 - [4] If a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement from the municipal building inspector, the municipality shall fund and complete the work.
 - [5] The municipality shall adhere to the process for extending controls pursuant to UHAC for extending ownership units and rental units, either inclusionary or 100% affordable developments.

[6] The deed restriction for the extended control period shall be filed with the County Clerk.

(4) Assisted Living Residence (per N.J.A.C. 5:97-6.11).

- (a) 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.
- (b) 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.
- (c) A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.
- (d) 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.
- (e) Low- and moderate-income residents cannot be charged any upfront fees.
- (f) The units shall comply with UHAC with the following exceptions:
 - [1] Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;
 - [2] The deed restriction may be on the facility, rather than individual apartments or rooms;
 - [3] 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
- (g) 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.

(5) Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).

- (a) The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:
 - [1] 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).
 - [2] 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.
- [3] 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.
- [4] Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
- [5] Occupancy shall not be restricted to youth under 18 years of age.
- [6] 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.
- [7] The bedrooms and/or units shall comply with UHAC with the following exceptions:
- (a) 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;
 - (b) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).
- [8] 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.
- [9] 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.
- [10] The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:
- (a) An Affirmative Marketing Plan in accordance with D1 above; and
 - (b) 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.
- [11] The sponsor/owner shall complete annual monitoring as directed by the MHL.

F. Regional Income Limits.

- (1) Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
- (2) 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.
- (3) 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.

G. Maximum Initial Rents And Sales Prices.

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.

- (7) 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:
 - (a) A studio or efficiency unit shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
 - (c) A two-bedroom unit shall be affordable to a three-person household;
 - (d) A three-bedroom unit shall be affordable to a four and one-half person household;
and
 - (e) A four-bedroom unit shall be affordable to a six-person household.
- (8) 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:
 - (a) A studio or efficiency unit shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
and
 - (c) 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.
- (9) 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 FreddieMac 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.
- (10) 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.

- (11) 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.

H. Affirmative Marketing.

- (1) 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.
- (2) 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 3 and is required to be followed throughout the period of deed restriction.
- (3) 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.
 - (a) 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.
 - (b) There shall be a regional preference for all households that live and/or work in Housing Region 3 comprising *Hunterdon*, Middlesex and Somerset Counties.
 - (c) Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.
 - (d) 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.

- (4) 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.
 - (5) 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.
 - (6) 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.
 - (7) 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. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.
 - (8) 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.
 - (9) The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
 - (10) The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.
- I. Selection of Occupants of Affordable Housing Units.
- (1) The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
 - (2) A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.
- J. Occupancy Standards.
- (1) 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:
 - (a) Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;

- (b) Provide a bedroom for every two adult occupants;
- (c) 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
- (d) Avoid placing a one-person household into a unit with more than one bedroom.

K. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- (1) 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.
- (2) 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).
- (3) 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.
- (4) 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.
- (5) 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:
 - (a) 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
 - (b) If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
- (6) 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.
- (7) 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.
- (8) 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.

- (9) 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.

L. Price Restrictions for Restricted Ownership Units and Resale Prices.

- (1) 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:
- (a) The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
 - (b) 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.
 - [1] 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.
 - [2] 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
 - (c) 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:
 - [1] those that render the unit suitable for a larger household or the addition of a bathroom.
 - [2] 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);
 - (d) 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.
- (2) 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.

M. Buyer Income Eligibility.

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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:

- (a) 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;
- (b) 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
- (c) The household is currently in substandard or overcrowded living conditions;
- (d) The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

N. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

- (1) 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.
- (2) 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).

O. Control Periods for Restricted Rental Units.

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.

- (5) 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.
- (6) 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.
- (7) A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - (a) Sublease or assignment of the lease of the unit;
 - (b) Sale or other voluntary transfer of the ownership of the unit;
 - (c) The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
 - (d) 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.

P. Rent Restrictions for Rental Units; Leases and Fees.

- (1) The initial rent for a restricted rental unit shall be set by the Administrative Agent.
- (2) 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.
- (3) 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.
 - (a) 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.
- (4) 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.
- (5) 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.

- (6) 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.
- (7) Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
- (8) 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.

Q. Tenant Income Eligibility.

- (1) 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:
 - (a) 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.
 - (b) 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.
 - (c) 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.
- (2) 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:
 - (a) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - (b) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - (c) The household is currently in substandard or overcrowded living conditions;
 - (d) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - (e) The household documents 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.
- (3) 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.

R. Municipal Housing Liaison.

- (1) The Municipal Housing Liaison shall be approved by municipal resolution.
- (2) 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 N.J.A.C. 5:99-1 et seq.
- (3) 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:
 - (a) 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.
 - (b) The oversight of the Affirmative Marketing Plan and affordability controls.
 - (c) When applicable, overseeing and monitoring any contracting Administrative Agent.
 - (d) Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
 - (e) Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
 - (f) Coordinating meetings with affordable housing providers and administrative agents, as needed.
 - (g) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
 - (h) 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.
 - (i) 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.
 - (j) Listing on the municipal website contact information for the MHL and Administrative Agents.

S. Administrative Agent.

- (1) 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.
- (2) The fees for administrative agents shall be paid as follows:
 - (a) Administrative agent fees related to rental units shall be paid by the developer/owner.

- (b) Administrative agent fees related to initial sale of units shall be paid by the developer.
 - (c) Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - (d) Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
- (3) 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.
- (4) 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:
- (a) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 - (b) Affirmative marketing:
 - [1] 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.
 - [2] 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.
 - (c) Household certification.
 - [1] Soliciting, scheduling, conducting and following up on interviews with interested households.
 - [2] 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;
 - [3] Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
 - [4] 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.
 - [5] 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.
 - [6] Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
 - (d) Affordability controls.

- [1] 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.
 - [2] 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.
 - [3] Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
 - [4] Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- (e) Records retention.
- [1] 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.
 - [2] 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.
- (f) Resales and re-rentals.
- [1] 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.
 - [2] 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.
- (g) Processing requests from unit owners.
- [1] 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.
 - [2] 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.
 - [3] Notifying the municipality of an owner's intent to sell a restricted unit.
 - [4] Making determinations on requests by owners of restricted units for hardship waivers.
- (h) Enforcement.

- [1] 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;
 - [2] 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;
 - [3] 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;
 - [4] Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
 - [5] 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.
- (i) 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.

T. Responsibilities of The Owner of a development containing affordable units.

- (1) The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:
 - (a) 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.
 - (b) The total number of units in the project and the number of affordable units.
 - (c) 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.
 - (d) Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
 - (e) A projected construction schedule.
 - (f) The location of any common areas and elevators.

- (g) 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.
- (2) 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:
 - (a) 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.
 - (b) Provide to the administrative agent a description of any applicable fees.
 - (c) Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
 - (d) 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.
 - (e) Provide to the administrative agent a proposed form of lease for any rental units.
 - (f) 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.
 - (g) Strive to maintain the continued occupancy of the affordable units during the entire restricted period.
 - (3) 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:
 - (a) Proposed pricing for all units, including any purchaser options and add-on items.
 - (b) Condominium or homeowner association fees and any other applicable fees.
 - (c) Estimated real property taxes.
 - (d) Sewer, water, trash disposal, and any other utility assessments.
 - (e) Flood insurance requirement, if applicable.
 - (f) The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

U. Enforcement of Affordable Housing Regulations

- (1) 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.

- (2) 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:
 - (a) 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:
 - [1] A fine of not more than \$50 or imprisonment for a period not to exceed 1 day, 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;
 - [2] 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;
 - [3] 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.
 - (3) 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.
 - (4) 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.
 - (a) 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.
 - (b) 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.

- (c) 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.
- (5) 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 released 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.

- (6) 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.
- (7) 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.
- (8) Appeals
 - (a) 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.

REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SEVERABILITY

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 portions thereof.

EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication as provided by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was finally Adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, following a Second Reading and Public Hearing that took place in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869 on Tuesday, February 17, 2026, at 7 p.m. This Ordinance shall take effect upon proper publication, as required by law.

ADOPTION:

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

ATTEST:

 Kimberly Mathewson
 Acting Borough Clerk

 Don Tozzi
 Mayor

I HEREBY CERTIFY that the foregoing Ordinance was Introduced by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, at a Regular Meeting held in Borough Hall, 9 West Somerset Street, Raritan, NJ 08869 on Tuesday, February 17, 2026.

 Kimberly Mathewson
 Acting Borough Clerk

BOROUGH OF RARITAN
ORDINANCE NO. 2026-04

AN ORDINANCE AMENDING THE LAND USE AND DEVELOPMENT ORDINANCE OF THE BOROUGH OF RARITAN TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) AND THE AFFORDABLE HOUSING RULES AT N.J.A.C. 5:99 REGARDING COMPLIANCE WITH THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS

BE IT ORDAINED by Mayor and Council of the Borough of Raritan, Somerset County, New Jersey, that the Code of the Borough of Raritan is hereby amended to include provisions addressing the collection of development fees and the Borough's Affordable Housing Trust Fund. This Ordinance shall apply except where inconsistent with applicable law.

The Raritan Borough Planning Board will adopt an amended Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Housing Element and Fair Share Plan will be endorsed by the Mayor and Council. This ordinance addresses the requirements of a mediation agreement reached between the Borough of Raritan and Fair Share Housing Center relative to the Borough's Fourth Round Obligation for the period of July 1, 2025 to June 30, 2035, more specifically to ensure the Borough's development fee ordinance complies with the recently effective Affordable Housing Rules at N.J.A.C. 5:99.

The Land Use and Development Ordinance of the Borough of Raritan, Part 6, Article XX, Development Fees, is hereby repealed and replaced as follows, to be titled "Development Fees":

§ 207-139 Affordable Housing Requirements

A. Purpose

- (1) 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.
- (2) Basic Requirements
 - (a) The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.
 - (b) The municipality shall not spend development fees until the court has approved a plan for spending such fees.
- (3) 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.

(b) Eligible exactions, ineligible exactions and exemptions for residential development

[1] Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made 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.

[2] 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.

[3] No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

(4) Non-Residential Development Fees

(a) Imposition of fees

- [1] Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, 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.

(c) 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.

(d) 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.

(e) 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.

(5) 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.

(6) 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.

(7) 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.
- (8) 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.

(9) 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.

(10) 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).

- (11) 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.

REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SEVERABILITY

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 portions thereof.

EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication as provided by law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was Introduced and Passed on a First Reading at a Special Meeting of the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, on Tuesday, February 17, 2026 and is scheduled for a Final Reading and Adoption at a Regular Meeting of said Governing Body on Tuesday, March 3, 2026 in the Municipal Building Council Chambers, 9 West Somerset, Borough of Raritan, County of Somerset, State of New Jersey, at 7 p.m., at which time and place any person desiring to be so heard upon same will be allowed to be so heard.

INTRODUCTION:

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Ordinance was Introduced by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, at a Regular Meeting held in Borough Hall, 9 West Somerset Street, Raritan, NJ 08869 on Tuesday, February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

BOROUGH OF RARITAN
ORDINANCE NO. 2026-06

AN ORDINANCE AMENDING CHAPTER 207 “LAND USE AND DEVELOPMENT”, PART 6 “ZONING”, ARTICLE XV “DISTRICT REGULATIONS” TO INCLUDE NEW SECTION 207-126.3 ENTITLED “AH-2 AFFORDABLE HOUSING OVERLAY ZONE”

WHEREAS, the Borough, as part of its fourth round Housing Element and Fair Share Plan, has identified property appropriate for rezoning to provide the opportunity for the construction of new townhouse dwellings, including a setaside of units affordable to low and moderate income households; and

WHEREAS, the Mayor and Council have endorsed the fourth round plan adopted by the Planning Board and is desirous of implementing the mechanism identified in that fourth round, which requires rezoning of the property with an overlay to permit a development option that helps meet the Borough’s Unmet Need.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Raritan, in the County of Somerset and State of New Jersey as follows:

Section I. The following section shall be added to the Code, to read as follows:

Section 207-126.35 “AH-2 Affordable Housing Overlay Zone”

A. An Affordable Housing Overlay Zone (AH-2) is hereby created for Block 116.01, Lot 26. The AH-2 Zone will permit the option for new inclusionary attached townhouses not to exceed a total of 30 units requiring an affordable housing set-aside of 20% of the total number of units constructed.

B. Permitted uses. Permitted principal uses shall be:

(1) Townhouses.

C. Permitted accessory uses and structures. Permitted accessory uses and structures shall be as follows:

(1) Private garages and off-street parking facilities.

(2) Customary accessory uses and structures approved as part of the site plan for the development, including refuse enclosures, fences, walls, lampposts, trellises and other similar structures.

(3) Private swimming pools, clubhouses, tennis courts and other recreational facilities for resident use.

(4) Signs.

(5) Detention basins and pump stations.

(6) Storage and maintenance buildings.

(7) Patio areas.

(8) Electric vehicle charging infrastructure and electric vehicle charging stations.

(9) Solar panels mounted to the roof of a townhouse.

D. Permitted conditional uses. Permitted conditional uses shall be as follows:

(1) Home occupations.

(2) Public utility facilities.

E. Density. The total number of units on the site shall not exceed thirty (30). The site shall be developed pursuant to the requirements of Articles **XVII** and **XVIII**.

F. Bulk requirements.

(1) There shall be the following minimum distances between buildings:

Part of Building	Minimum Distance (feet)
Windowless wall to windowless wall	20
Window wall to windowless wall	25
Window wall to window wall:	
Front to front	50
Rear to rear	50
End to end or end to rear	30
Any building face to collector street curb	30
Any front or rear building face to noncollector curb face or edge of pavement	20
Any side building face to any noncollector street curb	10
Any building face to common parking area, except garage	10
Garage face to common parking area	5

(2) Coverage. The maximum coverage by buildings shall not exceed 50%. The maximum coverage by all impervious surfaces, including buildings and public and private roads, shall not exceed 75%.

(3) Yard and buffer areas. No building, deck, patio or part thereof, driveway or parking area shall be located within 5 feet of any property boundary line.

(4) Building height. No building shall contain more than three stories, nor shall any building exceed 40 feet in height.

G. Design standards for townhouses.

(1) No building or group of attached buildings shall contain more than 8 individual townhouse units.

(2) Townhouses shall have a minimum width of 18 feet per unit and shall have an offset of two feet between every two units.

(3) No room within a dwelling unit intended for human habitation shall be located in a cellar, basement or attic, except that a cellar or basement in a townhouse dwelling unit may contain a family room or recreation room.

(5) Townhouses should be consistent in terms of architectural style and major design elements such as materials, windows, rooflines, roof designs, etc.

(6) Accessory buildings shall meet the property line setbacks of the principal buildings.

(7) Accessory buildings may have a maximum height of 16 feet, except that recreational buildings and facilities shall be governed by the height limitations for principal buildings.

(8) Garages may be built into the principal structure or separately constructed to the following standards:

(a) Each garage space shall be at least 10 feet in width and 20 feet in depth.

(b) Each group of attached garages shall have a joint capacity of not more

than 12 automobiles arranged in a row, and there shall be a minimum distance of 10 feet end to end between structures.

(9) Exterior television antennas or satellite dishes are prohibited.

H. Affordable housing requirements.

(1) All developments are required to set aside at least 20% of the units proposed and deed restrict them for occupancy by low and moderate income households.

(2) Affordable housing units shall comply with Affordable Housing Requirements as outlined in §207-139 of the Borough Code, the amended Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-301 et seq. and the statutorily upheld existing regulations of the now-defunct Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 and 5:97.

(3) The developer shall be responsible for the administration and affirmative marketing of the affordable housing units in accordance with the Borough’s Affordable Housing Requirements. The developer shall cooperate with the Municipal Housing Liaison to provide any and all documentation required for the Borough to comply with reporting requirements.

Section II. *Severability*

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the Borough of Raritan declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section III. *Effective Date.*

This ordinance shall take effect immediately upon passage and publication according to law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was Introduced and Passed on a First Reading at a Special Meeting of the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, on Tuesday, February 17, 2026 and is scheduled for a Final Reading and Adoption at a Regular Meeting of said Governing Body on Tuesday, March 3, 2026 in the Municipal Building Council Chambers, 9 West Somerset, Borough of Raritan, County of Somerset, State of New Jersey, at 7 p.m., at which time and place any person desiring to be so heard upon same will be allowed to be so heard.

INTRODUCTION:

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

ATTEST:

Kimberly Mathewson
 Acting Borough Clerk

Don Tozzi
 Mayor

I HEREBY CERTIFY that the foregoing Ordinance was Introduced by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, at a Regular Meeting held in Borough Hall, 9 West Somerset Street, Raritan, NJ 08869 on Tuesday, February 17, 2026.

 Kimberly Mathewson
 Acting Borough Clerk

BOROUGH OF RARITAN
ORDINANCE NO. 2026-07

AN ORDINANCE AMENDING CHAPTER 207 “LAND USE AND DEVELOPMENT”, PART 6 “ZONING”, ARTICLE XV “DISTRICT REGULATIONS” TO INCLUDE NEW SECTION 207-126.3 ENTITLED “AH-2 AFFORDABLE HOUSING OVERLAY ZONE”

WHEREAS, the Borough, as part of its fourth round Housing Element and Fair Share Plan, has identified property appropriate for rezoning to provide the opportunity for the construction of new townhouse dwellings, including a setaside of units affordable to low and moderate income households; and

WHEREAS, the Mayor and Council have endorsed the fourth round plan adopted by the Planning Board and is desirous of implementing the mechanism identified in that fourth round, which requires rezoning of the property with an overlay to permit a development option that helps meet the Borough’s Unmet Need.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Raritan, in the County of Somerset and State of New Jersey as follows:

Section I. The following section shall be added to the Code, to read as follows:

Section 207-126.4 “AH-3 Affordable Housing Overlay Zone”

A. An Affordable Housing Overlay Zone (AH-3) is hereby created for Block 80, Lots 17-20, 20.01 and 20.02. The AH-3 Zone will permit the option for new inclusionary townhouse dwellings not to exceed a total of 21 units requiring an affordable housing set-aside of 20% of the total number of units constructed.

B. Permitted uses. Permitted principal uses shall be:

(1) Townhouses.

C. Permitted accessory uses and structures. Permitted accessory uses and structures shall be as follows:

(1) Private garages and off-street parking facilities, including parking on the ground floor underneath a building.

(2) Customary accessory uses and structures approved as part of the site plan for the development, including utility structures, refuse enclosures, fences, walls, lampposts, trellises and other similar structures.

(3) Private swimming pools, clubhouses, tennis courts and other recreational facilities for resident use.

(4) Signs.

(5) Stormwater management facilities.

(6) Storage and maintenance buildings.

(7) Patio areas.

(8) Electric vehicle charging infrastructure and electric vehicle charging stations.

(9) Solar panels mounted to the roof of a townhouse.

D. Permitted conditional uses. Permitted conditional uses shall be as follows:

- (1) Home occupations.
- (2) Public utility facilities.

E. Density. The total number of units on the site shall not exceed twenty-one (21). The site shall be developed pursuant to the requirements of Articles **XVII** and **XVIII**.

F. Bulk requirements.

- (1) There shall be the following minimum distances between buildings:

Part of Building	Minimum Distance (feet)
Windowless wall to windowless wall	30
Window wall to windowless wall	30
Window wall to window wall:	
Front to front	50
Rear to rear	50
End to end or end to rear	30

(2) Required yards. A front yard setback of 10' shall be provided to First Avenue and a front yard setback of 15' shall be provided to Burns Street. The side or rear setback for the portion of the tract parallel to First Avenue on the west side shall be 20' and the side or rear setback for the portion of the tract parallel to Burns Street on the north side shall be 25'.

(3) Coverage. The maximum coverage by buildings shall not exceed 65%. The maximum coverage by all impervious surfaces, including buildings and public and private roads, shall not exceed 70%.

(4) Yard and buffer areas. All required yard areas shall be suitably landscaped and include a mixture of lawn areas, planting beds, evergreen and deciduous trees, shrubs and perennials. At least the first 10' of required yard areas that directly abut existing residential uses shall include evergreen trees at least 8' tall at time of planting to provide screening to adjacent uses.

(5) Building height. No building shall contain more than three stories, nor shall any building exceed 40 feet in height.

(6) Required parking. Parking shall be provided in accordance with the New Jersey Residential Site Improvement Standards. An adequate number of spaces accessible to handicapped individuals shall be included based on the total number of parking spaces provided and shall count towards the total number of parking spaces required.

G. Design standards for townhouses.

- (1) Townhouses should be consistent in terms of architectural style and major design elements such as materials, windows, rooflines, roof designs, etc.
- (2) Accessory buildings shall meet the setbacks required for principal buildings.
- (3) Exterior television antennas or satellite dishes are prohibited.

H. Affordable housing requirements.

(1) All developments are required to set aside at least 20% of the units proposed and deed restrict them for occupancy by low and moderate income households. Where calculation of the required affordable housing set aside results in a fractional unit of 0.49 or less, a payment-in-lieu of providing the affordable unit may be

provided; any fractional unit of 0.5 or more shall be rounded up to the next whole number. Determination of the amount of the payment-in-lieu shall be by multiplying the resulting fractional unit that is less than 0.49 by \$340,000, which represents the cost to construct an affordable housing unit within the region.

(2) Affordable housing units shall comply with Affordable Housing Requirements as outlined in §207-139 of the Borough Code, the amended Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-301 et seq. and the statutorily upheld existing regulations of the now-defunct Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 and 5:97.

(3) The developer shall be responsible for the administration and affirmative marketing of the affordable housing units in accordance with the Borough’s Affordable Housing Requirements. The developer shall cooperate with the Municipal Housing Liaison to provide any and all documentation required for the Borough to comply with reporting requirements.

Section II. Severability

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the Borough of Raritan declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section III. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was Introduced and Passed on a First Reading at a Special Meeting of the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, on Tuesday, February 17, 2026 and is scheduled for a Final Reading and Adoption at a Regular Meeting of said Governing Body on Tuesday, March 3, 2026 in the Municipal Building Council Chambers, 9 West Somerset, Borough of Raritan, County of Somerset, State of New Jersey, at 7 p.m., at which time and place any person desiring to be so heard upon same will be allowed to be so heard.

INTRODUCTION:

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Ordinance was Introduced by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, at a Regular Meeting held in Borough Hall, 9 West Somerset Street, Raritan, NJ 08869 on Tuesday, February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

BOROUGH OF RARITAN
ORDINANCE NO. 2026-08

**ORDINANCE TO EXCEED THE CY 2026 MUNICIPAL BUDGET
APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A:4-45.14)**

WHEREAS, the Local Government Cap law, N.J.S.A. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15 provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Mayor and Borough Council of the Borough of Raritan, in the County of Somerset, New Jersey, finds it advisable and necessary to increase its CY 2026 budget by up to 3.5 % over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Mayor and Borough Council hereby determines that a 3.5 % increase in the budget for said year, amounting to \$157,902.70 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Mayor and Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to the final appropriation in either of the next two succeeding years:

NOW THEREFORE BE IT ORDAINED, by the Mayor and Borough Council of the Borough of Raritan, in the County of Somerset, New Jersey, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2026 budget year, the final appropriations of the Borough of Raritan shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$368,439.60 and that the CY 2026 municipal budget for the Borough of Raritan be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

This Ordinance shall take effect after publication in accordance with applicable law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was Introduced and Passed on a First Reading at a Special Meeting of the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, on Tuesday, February 17, 2026 and is scheduled for a Final Reading and Adoption at a Regular Meeting of said Governing Body on Tuesday, March 3, 2026 in the Municipal Building Council Chambers, 9 West Somerset, Borough of Raritan, County of Somerset, State of New Jersey, at 7 p.m., at which time and place any person desiring to be so heard upon same will be allowed to be so heard.

INTRODUCTION:

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Ordinance was Introduced by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, at a Regular Meeting held in Borough Hall, 9 West Somerset Street, Raritan, NJ 08869 on Tuesday, February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

BOROUGH OF RARITAN
RESOLUTION NO. 2026-02-042

**APPOINTING DEPUTY OFFICE OF EMERGENCY MANAGEMENT
COORDINATOR**

WHEREAS, there exists a need in the Borough of Raritan, County of Somerset, State of New Jersey for a Deputy in the Office of Emergency Management (OEM); and

WHEREAS, OEM Coordinator Benjamin Griffin has recommended Officer Alyssa Myrnyj to serve the Borough as the Deputy OEM Coordinator; and

WHEREAS, Officer Myrnyj wishes to fill the position of Deputy OEM Coordinator.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Raritan, County of Somerset, State of New Jersey that:

1. Officer Myrnyj is hereby appointed to the position of Deputy OEM Coordinator immediately for an annual stipend of \$3,000.00.
2. The term shall commence on January 1, 2026 and the term of the previous Deputy OEM Coordinator shall cease on December 31, 2026.

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey at a Regular Meeting held in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869, on February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

BOROUGH OF RARITAN
RESOLUTION NO. 2026-02-043

**APPOINTING ACUITY CONSULTING SERVICES, LLC AS THE
ADMINISTRATIVE AGENT FOR THE BOROUGH OF RARITAN**

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

WHEREAS, the Borough’s Affordable Housing Ordinance sets forth the duties of the administrative agent pursuant to N.J.A.C. 5:80-26.14 et seq. that requires the affordability controls of affordable housing units be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, Acuity Consulting Services LLC has submitted a proposal to provide Administrative Agent services in an amount not to exceed \$9,500 per annum which proposal is attached as **Exhibit A**.

WHEREAS, the Borough of Raritan has selected Acuity Consulting Services, LLC to be the administrative agent for the purposes of providing affordability control services for all affordable housing within the Township; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Borough Council of Raritan in the County of Somerset, and the State of New Jersey that Acuity Consulting Services, LLC is hereby appointed by the Borough Council of Raritan Borough as the Administrative Agent for the administration of the affordability controls of the Township’s housing program.

I hereby certify that the above resolution was adopted at a meeting of the Borough Council of the Borough of Raritan held on the 17 day of February 2026.

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey at a Regular Meeting held in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869, on February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

BOROUGH OF RARITAN
RESOLUTION 2026-02-044

APPROVING BUDGET TRANSFER

WHEREAS, the Local Budget Law, N.J.S.A. 40A:4, provides for the transfer of funds between current year budget appropriations, should it be deemed necessary, from November 1 of the current year through the first three months of the subsequent year; and

WHEREAS, it has become necessary for one such transfer to be made at this time.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Raritan that the Chief Financial Officer is hereby authorized and directed to transfer the amounts listed below, to and from the appropriations listed hereafter.

<u>From Account</u>	<u>Account No</u>	<u>Amount</u>
Shade Tree-OE	5-01-26-300-001-299	2,000.00

<u>To Account</u>	<u>Account No</u>	<u>Amount</u>
Planning Board-OE	5-01-21-180-001-292	2,000.00

Total	\$ 2,000.00
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ATTEST:

 Kimberly Mathewson
 Acting Borough Clerk

 Don Tozzi
 Mayor

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey at a Regular Meeting held in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869, on February 17, 2026.

 Kimberly Mathewson
 Acting Borough Clerk

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzingler				
		Giraldi				
		Harwood				
		Martinez				

BOROUGH OF RARITAN
RESOLUTION NO. 2026-02-045

**AUTHORIZING THE EXECUTION OF AN AMENDED JURISDICTIONAL AND
JOINT ADMINISTRATION AGREEMENT BETWEEN BRIDGEWATER
TOWNSHIP AND RARITAN BOROUGH**

WHEREAS, property located within the borough known as 21 Vones Lane (the “Property”) is divided between the Township of Bridgewater and the Borough of Raritan; and

WHEREAS, the Borough of Raritan and the Township of Bridgewater previously entered into a Jurisdictional and Joint Administration Agreement dated July 6, 2017, pursuant to which Raritan Borough had land use jurisdiction over the Property, among other things; and

WHEREAS, the Property has since been subdivided pursuant to an application submitted on August 24, 2022, for a minor subdivision; and

WHEREAS, following the subdivision, the parcels identified as Block 164, Lot 4.01 in the Township of Bridgewater and Block 1, Lot 11.01 in the Borough of Raritan (collectively the “Raritan Property”) are currently and are proposed to continue to be served by the 21 Vones Lane situated in the Borough of Raritan with the existing home situated at 21 Vones Lane proposed to remain; and

WHEREAS, following the subdivision, the parcels identified as Block 164, Lot 4.02 in the Township of Bridgewater and Block 1, Lot 11.02 in the Borough of Raritan (collectively, the “Bridgewater Property”) are proposed to be serviced by an existing, but unimproved right of way known as Edgewater Terrace in the Township of Bridgewater; with the proposed new single family residence on the Bridgewater Property to be serviced by said right of way; and

WHEREAS, the Borough of Raritan and the Township of Bridgewater have negotiated an amendment to the Jurisdictional and Joint Administration Agreement between the Township and the Borough, which agreement sets forth the rights, duties, and obligations of the respective municipalities relative to the Bridgewater Property and the Raritan Property; and

WHEREAS, said Agreement is attached to this resolution hereto; and

WHEREAS, the Borough Council desires to authorize the mayor to execute same on behalf of the Borough of Raritan.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council, the Borough of Raritan, County of Somerset, State of New Jersey, that the amended Jurisdictional and Joint Administration Agreement between Bridgewater Township and Raritan Borough and the form attached hereto is hereby authorized to be executed by the Mayor, and the Mayor is hereby directed to execute same.

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey at a Regular Meeting held in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869, on February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

**AMENDED JURISDICTIONAL AND JOINT ADMINISTRATION AGREEMENT BETWEEN
BRIDGEWATER TOWNSHIP AND RARITAN BOROUGH**

This Agreement is made as of _____, 2025, between:

THE TOWNSHIP OF BRIDGEWATER, in the County of Somerset, a Municipal Corporation of the State of New Jersey, having offices at 100 Commons Way, Bridgewater, New Jersey 08807 (hereinafter referred to as “Bridgewater”); and

THE BOROUGH OF RARITAN, in the County of Somerset, a Municipal Corporation of the State of New Jersey, having offices at 22 First Street, Raritan, New Jersey 08869 (hereinafter referred to as “Raritan”).

WHEREAS, the property known as 21 Vones Lane ("the Property") is divided between the Township of Bridgewater and the Borough of Raritan as Block 164, Lot 4, Bridgewater, New Jersey and Block 1, Lot 11, Raritan, New Jersey respectively, as shown on an existing conditions plan dated October 8, 2021 demarcating said property is attached hereto as Schedule A; and

WHEREAS, the Borough of Raritan and the Township of Bridgewater entered into a Jurisdictional and Joint Administration Agreement dated July 6, 2017, pursuant to which Raritan Borough had land use jurisdiction over the Property, among other things;

WHEREAS, Jonathan Baczewski, owner of the Property, applied to and obtained approval from the Raritan Borough Planning Board on August 24, 2022 for the subdivision of the Property, and a minor subdivision plan dated October 8, 2021/last revised October 4, 2022 depicting the subdivided Property is attached hereto as Schedule B;

WHEREAS, following the subdivision, the parcels identified as Block 164, Lot 4.01 in the Township of Bridgewater and Block 1, Lot 11.01 in the Borough of Raritan (collectively, the “Raritan Property”) are currently and are proposed to continue to be served by the 21 Vones Lane situated in the Borough of Raritan, with the existing home situated at 21 Vones Lane proposed to remain;

WHEREAS, following the subdivision, the parcels identified as Block 164, Lot 4.02 in the Township of Bridgewater and Block 1, Lot 11.02 in the Borough of Raritan (collectively, the “Bridgewater Property”) are proposed to be serviced by an existing, but unimproved right-of-way known as Edgewater Terrace in the Township of Bridgewater; with the proposed new single-family residence on the Bridgewater Property to be serviced by said right-of-way;

WHEREAS, pursuant to N.J.S.A. 40A:13-19 adjoining municipalities may designate, by resolution approved by respective governing bodies of said municipalities, which municipality shall have supervision of the lands and buildings of properties bisected by municipal boundary lines; and

WHEREAS, pursuant to N.J.S.A. 40A:13-20, a municipality assuming sole supervision of any lands or buildings under N.J.S.A. 40A:13-19 shall furnish those lands and buildings the same services as are furnished to the lands and buildings located wholly within its boundaries; and

WHEREAS, further pursuant to N.J.S.A. 40A:13-20, the municipality assuming sole supervision of any lands or buildings under N.J.S.A. 40A:13-19 shall have sole power to issue all licenses, permits and approvals required for same; and

WHEREAS, pursuant to N.J.S.A. 54:4-25, the governing body of a municipality may, by resolution, request that the entirety of a tract of land divided between that municipality and another be assessed by the second municipality; and

WHEREAS, pursuant to N.J.S.A. 40:55D-77, a governing body of a municipality may by resolution enter into a joint agreement with another municipality for the joint administration of any or all of the powers conferred upon each municipality pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq; and

WHEREAS, the Township of Bridgewater and the Borough of Raritan have undertaken discussions to determine the best means to simplify administration of the Property and are in agreement that it is in the best interests of both municipalities to separate administration of the Properties following the subdivision and any required land use approvals from Bridgewater, with the Township of Bridgewater having administrative power over the Bridgewater Property, being Block 164 Lot 4.02 situated in the Township of Bridgewater and including lands situated in the Borough of Raritan, being Block 1, Lot 11.02; and with the Borough of Raritan having administrative power over the Raritan Property, being Block 1 Lot 11.01 and including lands situated in the Township of Bridgewater known as Block 164, Lot 4.01; and

WHEREAS, this Agreement shall become effective upon execution by the parties (the “Effective Date”).

NOW, THEREFORE, the parties agree to the Amended Jurisdiction and Joint Administration Agreement, such that, from and after the Effective Date:

1. Raritan shall have sole supervision of the lands and buildings located on the Raritan Property pursuant to N.J.S.A. 40A:13-19, with Raritan furnishing the same services to the Property as are furnished to lands and buildings located wholly within Raritan’s boundaries.

2. Bridgewater shall have sole supervision of the lands and buildings located on the Bridgewater Property pursuant to N.J.S.A. 40A:13-19, with Bridgewater furnishing the same services to the Property as are furnished to lands and buildings located wholly within Bridgewater’s boundaries.

3. Raritan shall have the sole power to issue all licenses, permits and approvals related to the Raritan Property as required under the authority granted pursuant to N.J.S.A. 40A:13-20.

4. Bridgewater shall have the sole power to issue all licenses, permits and approvals related to the Bridgewater property as required under the authority granted pursuant to N.J.S.A. 40A:13-20.

5. Raritan shall have authority to assess taxes for the entirety of the Raritan Property pursuant to N.J.S.A. 54:4-25.

6. Bridgewater shall have authority to assess taxes for the entirety of the Bridgewater Property pursuant to N.J.S.A. 54:4-25.

7. Raritan shall have jurisdiction and administration over all powers conferred under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. pertaining to the Raritan Property, such authority being conferred by Bridgewater to Raritan pursuant to N.J.S.A. 40:55D-77.

8. Bridgewater shall have jurisdiction and administration over all powers conferred under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. pertaining to the Bridgewater Property, such authority being conferred by Raritan to Bridgewater pursuant to N.J.S.A. 40:55D-77.

9. Notwithstanding any authority delegated to Raritan or to Bridgewater, respectively herein pursuant to N.J.S.A. 54:4-25, the authority created hereby shall become effective upon the approval by resolution of the adoption of this agreement by the Township Council of Bridgewater and the Borough Council of Raritan and the execution of said agreement by the mayors of each municipality (the "Effective Date").

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ATTEST:

TOWNSHIP OF BRIDGEWATER

Name:
Title:
Date:

By: _____
Name:
Title: Mayor
Date:

ATTEST:

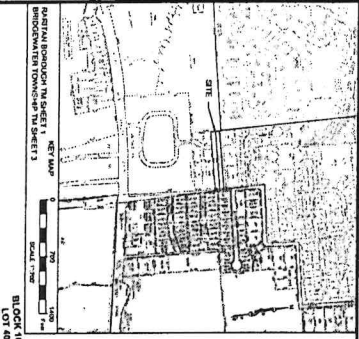
BOROUGH OF RARITAN

Name:
Title:
Date:

By: _____
Name:
Title: Mayor
Date:

Exhibit A

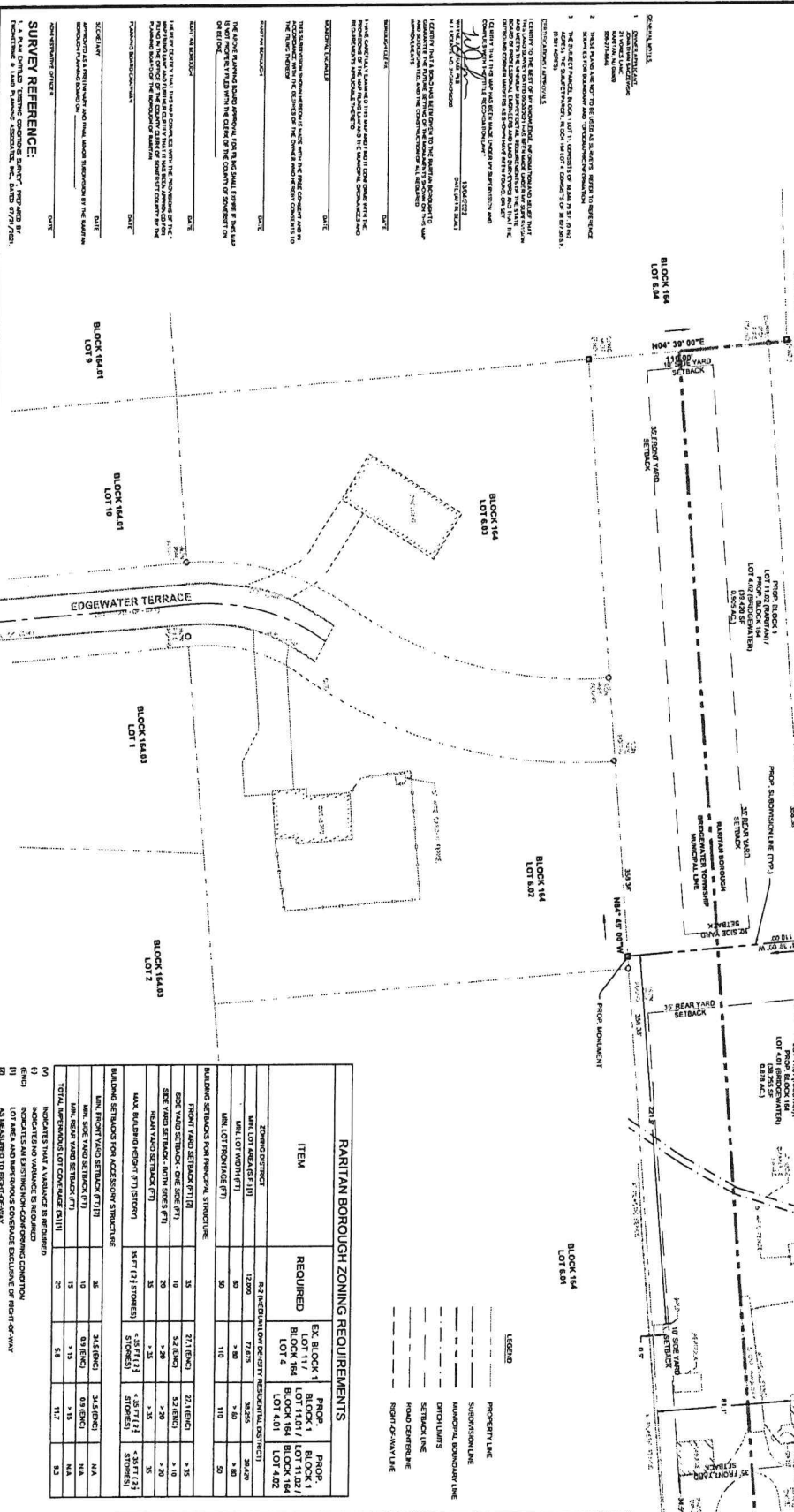
Exhibit B



200 FT CERTIFIED OWNERS' LIST		
BLOCK	LOT	PROPERTY OWNER
1	1	PHIL, TERESA & MARK
1	2	TIMOTHY SAUER & POU
1	3	STEVEN, ANNE & JAMES
1	4	ROSEMARY, JAMES & LINDA
1	5	HOWARD, LOTS 1 & 2
1	6	HAYDON, JACOB & BRENDA, JEANIE
1	7	2ND 2ND CONDOMINIUM
1	8	WYNNE, MICHAEL JAMES
1	9	2ND CONDOMINIUM
1	10	2ND CONDOMINIUM
1	11	2ND CONDOMINIUM
1	12	2ND CONDOMINIUM
1	13	2ND CONDOMINIUM
1	14	2ND CONDOMINIUM
1	15	2ND CONDOMINIUM
1	16	2ND CONDOMINIUM
1	17	2ND CONDOMINIUM
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1	42	2ND CONDOMINIUM
1	43	2ND CONDOMINIUM
1	44	2ND CONDOMINIUM
1	45	2ND CONDOMINIUM
1	46	2ND CONDOMINIUM
1	47	2ND CONDOMINIUM
1	48	2ND CONDOMINIUM
1	49	2ND CONDOMINIUM
1	50	2ND CONDOMINIUM

200 FT CERTIFIED OWNERS' LIST		
BLOCK	LOT	PROPERTY OWNER
2	112	DAVE & CUE
2	113	LINDA, PETER & CAROL
2	231	MARIE, JOHN & LINDA, A
2	232	CORRETTA, JAMES
2	233	2ND CONDOMINIUM
2	234	2ND CONDOMINIUM
2	235	2ND CONDOMINIUM
2	236	2ND CONDOMINIUM
2	237	2ND CONDOMINIUM
2	238	2ND CONDOMINIUM
2	239	2ND CONDOMINIUM
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2	294	2ND CONDOMINIUM
2	295	2ND CONDOMINIUM
2	296	2ND CONDOMINIUM
2	297	2ND CONDOMINIUM
2	298	2ND CONDOMINIUM
2	299	2ND CONDOMINIUM
2	300	2ND CONDOMINIUM

200 FT CERTIFIED OWNERS' LIST		
BLOCK	LOT	PROPERTY OWNER
3	1	BRIDGEMAN, MICHAEL A
3	2	BRIDGEMAN, MICHAEL A
3	3	BRIDGEMAN, MICHAEL A
3	4	BRIDGEMAN, MICHAEL A
3	5	BRIDGEMAN, MICHAEL A
3	6	BRIDGEMAN, MICHAEL A
3	7	BRIDGEMAN, MICHAEL A
3	8	BRIDGEMAN, MICHAEL A
3	9	BRIDGEMAN, MICHAEL A
3	10	BRIDGEMAN, MICHAEL A
3	11	BRIDGEMAN, MICHAEL A
3	12	BRIDGEMAN, MICHAEL A
3	13	BRIDGEMAN, MICHAEL A
3	14	BRIDGEMAN, MICHAEL A
3	15	BRIDGEMAN, MICHAEL A
3	16	BRIDGEMAN, MICHAEL A
3	17	BRIDGEMAN, MICHAEL A
3	18	BRIDGEMAN, MICHAEL A
3	19	BRIDGEMAN, MICHAEL A
3	20	BRIDGEMAN, MICHAEL A
3	21	BRIDGEMAN, MICHAEL A
3	22	BRIDGEMAN, MICHAEL A
3	23	BRIDGEMAN, MICHAEL A
3	24	BRIDGEMAN, MICHAEL A
3	25	BRIDGEMAN, MICHAEL A
3	26	BRIDGEMAN, MICHAEL A
3	27	BRIDGEMAN, MICHAEL A
3	28	BRIDGEMAN, MICHAEL A
3	29	BRIDGEMAN, MICHAEL A
3	30	BRIDGEMAN, MICHAEL A
3	31	BRIDGEMAN, MICHAEL A
3	32	BRIDGEMAN, MICHAEL A
3	33	BRIDGEMAN, MICHAEL A
3	34	BRIDGEMAN, MICHAEL A
3	35	BRIDGEMAN, MICHAEL A
3	36	BRIDGEMAN, MICHAEL A
3	37	BRIDGEMAN, MICHAEL A
3	38	BRIDGEMAN, MICHAEL A
3	39	BRIDGEMAN, MICHAEL A
3	40	BRIDGEMAN, MICHAEL A
3	41	BRIDGEMAN, MICHAEL A
3	42	BRIDGEMAN, MICHAEL A
3	43	BRIDGEMAN, MICHAEL A
3	44	BRIDGEMAN, MICHAEL A
3	45	BRIDGEMAN, MICHAEL A
3	46	BRIDGEMAN, MICHAEL A
3	47	BRIDGEMAN, MICHAEL A
3	48	BRIDGEMAN, MICHAEL A
3	49	BRIDGEMAN, MICHAEL A
3	50	BRIDGEMAN, MICHAEL A



RARITAN BOROUGH ZONING REQUIREMENTS		
ITEM	REQUIRED	PROPOSED
MIN. LOT AREA (SQ FT)	12,000	77,875
MIN. LOT WIDTH (FT)	80	110
MIN. LOT DEPTH (FT)	50	110
MIN. FRONT YARD SETBACK (FT)	35	37.1 (EACH)
MIN. SIDE YARD SETBACK (FT)	10	5.3 (EACH)
MIN. REAR YARD SETBACK (FT)	20	7.20
MAX. BUILDING HEIGHT (FT) (STORY)	35 FT (12.5 STORIES)	35 FT (12.5 STORIES)
MIN. FRONT YARD SETBACK (FT)	35	35.2 (EACH)
MIN. SIDE YARD SETBACK (FT)	10	5.3 (EACH)
MIN. REAR YARD SETBACK (FT)	20	7.20
TOTAL IMPERMEABLE LOT COVERAGE (%)	20	5.8

PROJECT: BLOCK 164 LOT 11
 RARITAN BOROUGH
 BRIDGEMAN TOWNSHIP
 SOMERSET COUNTY NEW JERSEY

DATE: 01/23/24
 SCALE: 1"=20'
 PREPARED BY: ESI
 CHECKED BY: ESI
 DATE: 01/23/24

3
 8



700 Grand Avenue, Unit 5A
Hackettstown, New Jersey 07840
T: 908.850.0977
F: 732.312.9801
fpaengineers.com

January 5, 2024

METES AND BOUNDS DESCRIPTION

21 VONES LANE

BLOCK 1, LOT 11.01 RARITAN BOROUGH

BLOCK 164 LOT 4.01 BRIDGEWATER TOWNSHIP

SOMERSET COUNTY, NEW JERSEY

DESCRIPTION of a tract of land known as Block 1; Lot 11.01 as shown on the Tax Maps for the Borough of Raritan and Block 164 Lot 4.01 in the Township of Bridgewater, Somerset County, New Jersey.

BEGINNING at a point along the curbline of Vones Lane, said point being along the shared property line of Block 1 Lot 10.02 in Raritan Borough and running; thence

- 1) Along the curbline of Vones Lane, South 04 Degrees 39 Minutes 00 Seconds West, a distance of 110.00 feet to a point along the shared property line with Block 164 Lot 6.01 in Bridgewater Township; thence
- 2) North 84 Degrees 49 Minutes 00 Seconds West, A distance of 358.38 feet to a point and monument set; thence
- 3) Along the new subdivision line of Block 1 Lot 11.02 in the Borough of Raritan and Block 164 Lot 4.02 in the Township of Bridgewater, North 04 Degrees 39 Minutes 00 Seconds East, a distance of 110.00 feet to a monument set; thence
- 4) South 84 Degrees 49 Minutes 00 Seconds East, a distance of 358.38 feet to the point and place of **BEGINNING**.

SUBJECT TO a roadway easement along Vones Lane more particularly described as follows:

BEGINNING at a point along the curbline of Vones Lane, said point being along the shared property line of Block 1 Lot 10.02 in Raritan Borough if the sideline was extended and running; thence

- 1) Along the curbline Vones Lane, South 04 Degrees 39 Minutes 00 Seconds West, a distance of 110.00 feet to a point along the shared property line with Block 164 Lot 6.01 in Bridgewater Township if the sideline was extended; thence
- 2) North 84 Degrees 49 Minutes 00 Seconds West, A distance of 10.24 feet to a point along the new right-of-way of Vones Lane, 25.00 feet from the roadway centerline; thence
- 3) Along the new right-of-way of Vones Lane, North 04 Degrees 39 Minutes 00 Seconds East, a distance of 110.00 feet to a monument set; thence
- 4) South 84 Degrees 49 Minutes 00 Seconds East, a distance of 10.24 feet to the point and place of **BEGINNING**.



FPA

CONTAINING 0.905 Acres or 39,418 square feet of land more or less.

Respectfully Submitted,
FRENCH & PARRELLO ASSOCIATES, P.A.



Wayne J. Ingram
Professional Land Surveyor
N.J.P.L.S. Lic No. 24GB04258200

French & Parrello Associates, P.A.



700 Grand Avenue, Unit 5A
Hackettstown, New Jersey 07840
T: 908.850.0977
F: 732.312.9801
fpaengineers.com

January 5, 2024

METES AND BOUNDS DESCRIPTION

EDGEWATER TERRACE

BLOCK 1, LOT 11.02 RARITAN BOROUGH

BLOCK 164 LOT 4.02 BRIDGEWATER TOWNSHIP

SOMERSET COUNTY, NEW JERSEY

DESCRIPTION of a tract of land known as Block 1; Lot 11.02 as shown on the Tax Maps for the Borough of Raritan and Block 164 Lot 4.02 in the Township of Bridgewater, Somerset County, New Jersey.

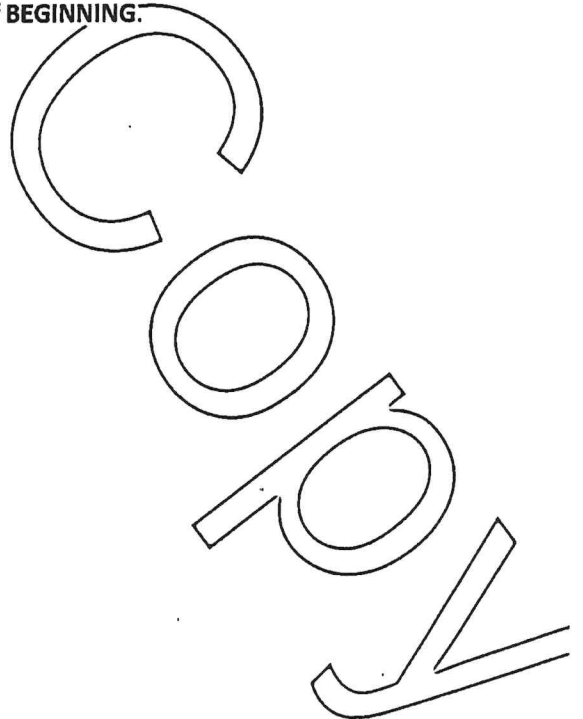
BEGINNING at a concrete monument set at the southeastern corner of the lot, said point marking the dividing line of the newly created Block 1; Lot 11.02 as shown on the Tax Maps for the Borough of Raritan and Block 164 Lot 4.02 in the Township of Bridgewater and Block 1; Lot 11.01 as shown on the Tax Maps for the Borough of Raritan and Block 164 Lot 4.01 in the Township of Bridgewater, also being along the shared line of Block 164 Lot 6.02 in the Township of Bridgewater and running; thence

- 1) Along the dividing line of Block 164 Lot 6.02, the Edgewater Terrace right-of-way, and Lot 6.03, North 84 Degrees 49 Minutes 00 Seconds West, a distance of 358.38 feet to a point and concrete monument found along the dividing line of Block 164 Lot 6.04; thence
- 2) North 04 Degrees 39 Minutes 00 Seconds East, A distance of 110.00 feet to a point and Iron pipe found; thence
- 3) Along the dividing line of Block 1 Lot 10.02 in the Borough of Raritan, South 84 Degrees 49 Minutes 00 Seconds East, a distance of 358.38 feet to a concrete monument set; thence
- 4) Along the new subdivision line with Block 1 Lot 11.01 and Block 164 Lot 4.02, South 04 Degrees 39 Minutes 00 Seconds West, a distance of 110.00 feet to the point and place of **BEGINNING**.

CONTAINING 0.905 Acres or 39,420 square feet of land more or less.

Respectfully Submitted,
FRENCH & PARRELLO ASSOCIATES, P.A.

Wayne J. Ingram
Professional Land Surveyor
N.J.P.L.S. Lic No. 24GB04258200



BOROUGH OF RARITAN
RESOLUTION 2025-02-046

**AUTHORIZING THE SUBMISSION OF A GRANT SUBMISSION TO THE
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS' FY26 LOCAL
RECREATION IMPROVEMENT GRANT PROGRAM**

WHEREAS, the Borough of Raritan desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$75,000 carry out a project to improve Basilone Park.

NOW, THEREFORE, BE IT RESOLVED

1. That the Mayor and Council of the Borough of Raritan does hereby authorize the application for such a grant; and
2. Recognizes and accepts that that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of Raritan and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED that the Borough of Raritan and the Department of Parks and Recreation recognize and accept that the Department of Community Affairs may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Raritan Department of Parks and Recreation and the New Jersey Department of Community Affairs, and

BE IT FURTHER RESOLVED, that the persons whose names, titles and signatures appear below are authorized to sign the application, and that they or their successor in said title is authorized to sign the agreement, and any other documents necessary in connection therewith:

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey at a Regular Meeting held in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869, on February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

BOROUGH OF RARITAN
RESOLUTION 2026-02-047

REFUND TAX OVERPAYMENT

WHEREAS, the Property Owner of 8 Melanie Court., Block 1 Lot 6.22 has overpaid their 2026 first quarter property taxes, and

WHEREAS, the Property Owner has requested that this overpayment be returned to them, and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Raritan, Somerset County, State of New Jersey to authorize the Chief Financial Officer to refund \$4,227.62 to Craig Mangean, 8 Melanie Court, Raritan, NJ 08869.

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey at a Regular Meeting held in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869, on February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

BOROUGH OF RARITAN
RESOLUTION 2026-02-048

REFUND TAX OVERPAYMENT

WHEREAS, the Property Owner of 455 Vanderveer Road., Block 1.01 Lot 8 has overpaid their 2026 first quarter property taxes, and

WHEREAS, the Property Owner has requested that this overpayment be returned to them, and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Raritan, Somerset County, State of New Jersey to authorize the Chief Financial Officer to refund \$4,217.15 to Maria Schwerdtfeger, 455 Vanderveer Road, Raritan, NJ 08869.

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey at a Regular Meeting held in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869, on February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				

BOROUGH OF RARITAN
RESOLUTION NO. 2026-02-049

APPROVING BILL LIST

WHEREAS, the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, received certain claims in the amount of \$2,160,532.24 for the period January 27, 2026 through February 10, 2026; and

WHEREAS, the Chief Financial Officer has reviewed said claims and recommends the approval of payment.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey that bills listed on the Bill List attached hereto are approved for payment.

ATTEST:

Kimberly Mathewson
Acting Borough Clerk

Don Tozzi
Mayor

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey at a Regular Meeting held in the Meeting Room of the Municipal Building, 9 West Somerset Street, Raritan, NJ 08869, on February 17, 2026.

Kimberly Mathewson
Acting Borough Clerk

MOTION	SECOND	MEMBER	YEA	NAY	ABSTAIN	ABSENT
		Agrawal				
		DiGraziano				
		Fritzinger				
		Giraldi				
		Harwood				
		Martinez				