

**ORDINANCE NO. 26-01**

**AN ORDINANCE AMENDING AND SUPPLEMENTING  
CHAPTER XXV, ZONING AND LAND DEVELOPMENT OF  
THE REVISED ORDINANCES OF THE CITY OF OCEAN CITY**

**2026 RESIDENTIAL MECHANICAL**

BE IT ORDAINED by the Mayor and Council of the City of Ocean City, County of Cape May, State of New Jersey, as follows:

**Section 1**

Section 25-107, Definitions of Chapter XXV "Zoning and Land Development" of the Revised General Ordinances of the City of Ocean City, New Jersey is hereby amended to read as follows:

**ZONING FLOOD ELEVATION (ZFE)**

1. Zoning Flood Elevation within FEMA "A" Zones shall mean the minimum N.J. D.E.P. Regulatory Flood Hazard Elevation required by the Flood Hazard Area Control Act, *N.J.A.C. 7:13-1.1 et seq.*, as amended from time to time, plus freeboard as required by the NJ Uniform Construction Code, *N.J.A.C. 5:23-1 et seq.*, as amended from time to time.
2. Zoning Flood Elevation for front-loaded-garage dwellings located on non-alley lots less than forty-five (45') feet wide where the lowest habitable floor is above the garage, shall be nine (9') feet above finished grade, unless ZFE as defined above results in a higher elevation, in which case the higher elevation applies.
3. ZFE for development within a FEMA "X" Zone shall be determined by the ZFE for highest adjacent FEMA "A" Zone.

**Section 2**

All ordinances or portions thereof inconsistent with this ordinance are repealed to the extent of such inconsistency.

**Section 3**

If any portion of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect the remaining portions of the ordinance which shall remain in full force and effect.

**Section 4**

This Ordinance shall take effect in the time and manner prescribed by law.

\_\_\_\_\_  
Jay A. Gillian, Mayor

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Terry Crowley, Jr., Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 5<sup>th</sup> day of February, 2026, and was taken up for second reading and final passage at a meeting of said Council held on the 19<sup>th</sup> day of February, 2026, in Council Chambers, Ocean City, New Jersey, at six o'clock in the evening.

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Melissa G. Rasner, City Clerk



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CITY OF OCEAN CITY  
ORDINANCE NO. 26-01  
**Master Plan Consistency Report**

**Introduction.**

Ordinance 26-01 “An Ordinance Amending and Supplementing XXV, Zoning and Land Development of the Revised Ordinances of the City of Ocean City” (2026 Residential Mechanical) was introduced and adopted on first reading by City Council on February 5, 2026 and will be advertised according to law and scheduled for second reading and public hearing on February 19, 2026. Ordinance 26-01 was referred to the Planning Board Secretary by the City Clerk on February 6, 2026.

The “Municipal Land Use Law” provides the Planning Board with thirty-five (35) days from the referral date to prepare, review, adopt and transmit their consistency report regarding Ordinance 23-12 to City Council. NJSA 40:55D-26 describes the Planning Board’s responsibility regarding the master plan consistency review as follows:

*“ . . . the planning board shall make and transmit to the governing body, within 35 days after referral, a report including identification of any provisions in the proposed development regulation, revision or amendment which are inconsistent with the master plan and recommendations concerning those inconsistencies and any other matters as the board deems appropriate.”*

According to the “Municipal Land Use Law,” *development regulation means a zoning ordinance, subdivision ordinance, site plan ordinance, official map ordinance or other municipal regulation of the use and development of land, or amendment thereto adopted and filed pursuant to P.L.1975, c.291 (C.40:55D-1 et seq.).*

While formerly only zoning ordinances and amendments thereto were required to be submitted to the planning board, it is now clear from the wording in NJSA 40:55D-26 that all “development regulations” must be referred to the planning board for comment and report.

NJSA 40:55D-62(a) requires that every zoning ordinance must “either be substantially consistent with the land use plan and housing plan of the master plan, or designed to effectuate such plan elements.” The “Master Plan” referred to herein is the City of Ocean City Master Plan adopted February 3, 1988, and as subsequently amended.

“Substantially consistent” does not mean “perfectly identical.” It means the ordinance must generally advance the goals, policies, and land-use pattern established in the Master Plan.

**Ordinance Summary.**

The revisions to the definition of *Zoning Flood Elevation* embodied in Ordinance 26-01 are in response to the Resilient Environments and Landscapes (REAL) rules which were adopted by the State on January 20, 2026. These regulations, part of the NJ PACT (Protecting Against Climate Threats) initiative, represent a major overhaul of land-use standards to address sea-level rise and extreme weather.

Key Provisions of the REAL Rules:

- Climate Adjusted Flood Elevation (CAFE): Requires new buildings and "substantial improvements" (renovations exceeding 50% of a home's value) in tidal flood zones to be elevated 4 feet above FEMA's current 100-year flood level.
- Inundation Risk Zone (IRZ): Creates a new regulatory zone for land projected to be under water by the year 2100 due to sea-level rise.
- Expanded Flood Maps: Uses future climate projections rather than historical data to define flood-prone areas, expanding the footprint of regulated lands.
- Stricter Stormwater Management: Implements tougher standards for runoff control to mitigate flooding and improve water quality during intense rainfall.
- Nature-Based Solutions: Incentivizes projects like living shorelines and marsh restoration over traditional "hard" infrastructure like seawalls.

Ordinance 26-01 is attached.

**Analysis, Recommendation and Conclusion.**

As noted above the Planning Board's responsibility in terms of the master plan consistency review is to evaluate the ordinance with regard to the land use plan and housing plan and (1) identify any provisions in the proposed ordinance which are inconsistent with the Master Plan, and (2) make recommendations concerning those inconsistencies and any other matters as the Board deems appropriate.

In defining "substantial consistency" the Supreme Court in *Manalapan Realty v. Township Committee* made it clear that some inconsistency is permitted "provided it does not substantially or materially undermine or distort the basic provisions and objectives of the Master Plan."

Ordinance 26-01 has relevance to the following Master Plan Goals:

- *To encourage municipal actions which will guide the long-range appropriate use and development of lands within the City of Ocean City in a manner which will promote the public health, safety, and general welfare of present and future residents.*
- *To secure safety from fire, flood, panic and other natural and man-made disasters.*

Ordinance 26-01  
Master Plan Consistency Report

*To encourage coordination of the numerous regulations and activities which influence land development with a goal of producing efficient uses of land with appropriate development types and scale.*

Having considered Ordinance 26-01, the City Master Plan, and the pertinent statutory requirements described in the Municipal Land Use Law, it is my professional opinion that Ordinance 26-01 is substantially consistent with the Ocean City Master Plan.

Respectively submitted,



Randall E. Scheule, PP/AICP

New Jersey Professional Planner License No. LI003666

February 8, 2026

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Master Plan Consistency Report

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Jay A. Gillian, Mayor

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Terry Crowley, Jr., Council President

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Melissa G. Rasner, City Clerk

**ORDINANCE NO. 26-02**

**AN ORDINANCE REPLACING THE ENTIRE CONTENTS OF THE EXISTING AFFORDABLE HOUSING ORDINANCE OF THE REVISED GENERAL ORDINANCES OF THE CITY OF OCEAN CITY, NEW JERSEY (ARTICLE 2000 OF THE OCEAN CITY ZONING AND LAND DEVELOPMENT ORDINANCE) AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTANT HEREWITH INCLUDING, BUT NOT LIMITED TO, ARTICLE 1900 (“AFFORDABLE HOUSING DEVELOPMENT FEES”), ARTICLE 1901 (“AFFORDABLE HOUSING SET ASIDE”) AND ARTICLE 2100 (“MUNICIPAL HOUSING LIAISON”)**

This ordinance shall be known and may be cited as:

**“Affordable Housing Ordinance”**

**BE IT ORDAINED** by the Council of the City of Ocean City, County of Cape May and State of New Jersey, that Article 2000 of the Ocean City Zoning and Land Development Ordinance is hereby deleted, replaced and superseded hereby; and Article 1900 (“Affordable Housing Development Fees”), Article 1901 (“Affordable Housing Set Aside”) and Article 2100 (“Municipal Housing Liaison”) are hereby deleted as the current versions thereof are included in the 2026 Affordable Housing Ordinance set forth below.

**SECTION 1.**

**25-2000.1 Introduction & Applicability**

1. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in the City of Ocean City 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 affirmative marketing and random selection procedures set forth in UHAC.
3. The Ocean City Planning Board has adopted a HEFSP pursuant to the FHA and Municipal Land Use Law at N.J.S.A. 40:55D-1 to – 163 (“MLUL”). 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, New Jersey Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC, 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 which are proposed to be created pursuant to the municipality’s HEFSP.
  - b. This Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units included in the 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 proposed for credit in the municipality's most recently adopted HEFSP shall comply with the 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.
6. Ocean City reserves the right to amend this Ordinance in accordance with UHAC. Any inconsistencies shall default to UHAC.

## **SECTION 2.**

### **25-2000-1.2 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 to -329 (previously defined as “FHA”).

“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 to -141) 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 (hereinafter defined) 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-4).

“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 . 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 the FHA (N.J.S.A. 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 (N.J.S.A. 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 to -141).

“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 to -163.

“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 to - 329.

“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-4)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“New Jersey Housing Resource Center” or “Housing Resource Center” means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 to – 321.6.

“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 to -141, 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 to -360.

“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.

“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, 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 that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. A supportive housing unit is intended to provide long-term, community-based housing for individuals with intellectual or developmental disabilities, as defined at N.J.S.A. 30:6D-25(b). Such units must be leased subject to the affordability controls established herein; remain 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) and the project's Affirmative Marketing Program. A supportive housing unit 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. 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.

### **SECTION 3.**

#### **25-2000.3 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.

### **SECTION 4.**

#### **25-2000.4 Municipality-wide Mandatory Set-Aside**

1. A development, other than single-family detached, providing a minimum of five new housing units created through any municipal rezoning or Zoning Board action, use or density variance, redevelopment plan, or rehabilitation plan that provides for densities at or above six units per acre, is required to include an affordable housing set-aside of 20%.
2. Any Affordable Units generated through such mandatory set-aside shall be subject to all other provisions of this ordinance.
3. All such Affordable Units shall be governed by this Ordinance, the controls on affordability, including bedroom distribution, and affirmatively marketed to the Housing Region in conformance with UHAC any successor regulation, and all other applicable laws.
4. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.
5. The mandatory set-aside requirements of this section do not give any developer the right to any rezoning, variance or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance or other relief.
6. This municipality-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the HEFSP, for which density and set-aside requirements shall be governed by the specific standards as set forth therein.
7. In the event that the inclusionary set-aside of 20% of the total number of residential units does not result in a full integer, the developer shall round the set-aside upward to construct a whole additional Affordable Unit.

### **SECTION 5.**

#### **25-2000.5 New Construction**

1. 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 to 329). 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.

2. The following requirements 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.
3. 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
25+1	10
50	50
75	75
90	100

4. Design. The following design requirements apply to affordable housing developments, excluding Prior Round Units.
  - a. Design of 100 percent affordable developments:
    - i. 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.
    - ii. Each bedroom in each Restricted Unit must have at least one window.
    - iii. 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.
    - i. 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.
    - ii. 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.
    - iii. 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.
    - iv. 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.

- v. 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.
  - vi. Each bedroom in each restricted unit must have at least one window.
  - vii. Restricted Units must be of the same unit type as market-rate units within the same building.
  - viii. 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:
- i. 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.
  - ii. 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.
  - iii. 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.
  - iv. 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.
  - v. 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).
  - vi. 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.
  - vii. Each bedroom in each Restricted Unit must have at least one window; and
  - viii. 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.A.C 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 or down to the nearest whole number shall be very low- or low-income units. The municipality has chosen to allow rounding.
- 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:
  - i. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
  - ii. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
  - iii. 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.
  - iv. At least 30% of all low- and moderate-income units, rounded up shall be two-bedroom units.
  - v. At least 20% of all low- and moderate-income units, rounded up shall be three-bedroom units.
  - vi. 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 multifloored 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:
    - i. An adaptable toilet and bathing facility on the first floor;
    - ii. An adaptable kitchen on the first floor;
    - iii. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
    - iv. 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;
    - v. 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
    - vi. An accessible entranceway as set forth in P.L. 2005, c. 350 (codified at N.J.S.A. 52:27D-311a and -311b, and N.J.S.A. 52:27D-123.15), and the Barrier Free Subcode, N.J.A.C. 5:23-7.1 to -7.31, 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.
    - vii. 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.
7. Accessory Apartment program (per N.J.A.C. 5:93-5.9 as may be updated per various sections in N.J.A.C. 5:97-6.8).
- a. An accessory apartment program shall provide low- and moderate-income units or may be limited to only low- or only moderate-income units.
  - b. Per N.J.A.C. 5:97-6.8(c)1, at the time of initial occupancy of the unit and for at least ten years thereafter, the accessory apartment shall be rented only to income eligible households consistent with the income category and rent structure of the unit.

- c. Rents of accessory apartments shall be established using the same methodology of affordable rental units discussed herein.
- d. There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory apartment is located running with the land and limiting its subsequent rental for the duration of the control period.
- e. The municipal accessory apartment program shall not restrict the number of bedrooms in any accessory apartment.
- f. Per N.J.A.C. 5:97-6.8(b)2, the municipality shall provide a minimum of \$25,000 per unit to subsidize the creation of each low-income accessory apartment or \$20,000 per unit to subsidize the creation of each moderate-income accessory apartment. Subsidy may be used to fund actual construction costs and/or to provide compensation for reduced rental rates.

## **SECTION 6.**

### **25-2000.6 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:
    - i. 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.
- ii. 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.
  - iii. Rents in rehabilitated units may increase annually based on the standards in UHAC.
  - iv. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.
3. Market to Affordable program (per N.J.A.C. 5:97-6.9).
- a. The market to affordable program permits the purchase or subsidization of unrestricted units through a mortgage write-down provided to an income-certified buyer or through a sale or rental as a low- or moderate-income unit to an income-eligible household. The market to affordable program may produce both low- and moderate-income units.
  - b. At the time they are offered for sale or rental, eligible units may be new, pre-owned or vacant.
  - c. The units shall be certified to be in sound condition as a result of an inspection performed by a licensed building inspector.
  - d. A minimum subsidy of \$25,000 per moderate-income unit and/or \$30,000 per low-income unit shall be provided, with additional subsidy depending on the market prices or rents in a municipality.
  - e. The units shall comply with UHAC with the following exceptions:
    - i. Bedroom distribution (N.J.A.C. 5:80-26.4).
    - ii. Low/moderate income split (N.J.A.C. 5:80-26.4).
  - f. Affordability average (N.J.A.C. 5:80-26.4); however:
    - i. The maximum rent for a moderate-income unit shall be affordable to households earning no more than 60 percent of median income and the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income; and
    - ii. The maximum sales price for a moderate-income unit shall be affordable to households earning no more than 70 percent of median income and the maximum sales price for a low-income unit shall be affordable to households earning no more than 40 percent of median income.
4. 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:
    - i. 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.
    - ii. 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;
    - iii. 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.
    - iv. 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.

- v. The municipality shall adhere to the process for extending controls pursuant to UHAC for extending ownership units and rental units, either inclusionary or 100 percent affordable developments.
- vi. The deed restriction for the extended control period shall be filed with the County Clerk.

5. 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:
  - i. Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;
  - ii. The deed restriction may be on the facility, rather than individual apartments or rooms;
  - iii. 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.

11. 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:
  - i. 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.
  - ii. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
  - iii. Occupancy shall not be restricted to youth under 18 years of age.
  - iv. 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.
  - v. 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, if applicable, approved by the sponsoring program;
    - (b) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).

- vi. 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.
- vii. 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.
- viii. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:
  - ix. An Affirmative Marketing Plan in accordance with D1 above; and
  - x. 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.
- xi. The sponsor/owner shall complete annual monitoring as directed by the MHL.

**SECTION 7.**

**25-2000.7**

**Regional Income Limits**

1. Administrative Agents shall use the regional income limits most recently established by the DCA 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.

**SECTION 8.**

**25-2000.8**

**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, as may be amended and supplemented.
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 percent of regional median income.
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. Very low-income units, if required, should be distributed between each bedroom count as proportionally as possible to the total number of restricted units within each bedroom count, and shall be part of the low-income requirement.

5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70 percent of median income, and each affordable housing development must achieve an affordability average that does not exceed 55 percent 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.

11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following a minimum 90-day notice provided to the occupant household, 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." The maximum allowable rent increase for the year will be effective as of the same date as the regional median income limits determined pursuant to N.J.A.C. 5:80-26.3 and published by the Agency. This rent increase may not exceed five percent in any one year and notice thereof must be filed with the administrative agent. If the landlord has charged a tenant less than the initial maximum allowable rent for a restricted unit, the landlord may, with the approval of the administrative agent, use the maximum allowable rent instead of the current rent in performing this multiplication to establish the rent for the next tenant under a new lease. LIHTC units are not governed by the provisions of this section, but rather by the provisions of the State's Qualified Allocation Plan, N.J.A.C. 5:80-33.1 through 33.40.

## **SECTION 9.**

### **25-2000.9 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 6 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 6 comprising Cape May, Atlantic, Cumberland, and Salem 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. For owner-occupied units, affirmative marketing advertising and outreach activities must continue until all of the marketed units have been sold, except that paid advertising may cease when the number of applications received is at least three times the number of units to be sold. For rental units, affirmative marketing advertising and outreach activities must continue, as long as applications are being accepted, except that paid advertising may cease when the number of applications received is at least three times the number of units to be filled.
10. Applications must be accepted for no less than 45 days following the initial advertisement on the New Jersey Housing Resource Center, except for the resale of owner-occupied units, in which case, applications must be accepted for no less than 30 days.
11. 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.

**SECTION 10.**

**25-2000.10**

**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.

**SECTION 11.**

**25-2000.11**

**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.

**SECTION 12.**

**25-2000.12**

**Control Periods for Restricted Ownership 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 thirty (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 ten (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.

### **SECTION 13.**

#### **25-2000.13**

#### **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.
  - 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.
    - i. 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.
    - ii. 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:
    - i. those that render the unit suitable for a larger household or the addition of a bathroom.
    - ii. 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.

**SECTION 14.**

**25-2000.14 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 percent 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 percent of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80 percent 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

## **SECTION 15.**

### **25-2000.15 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).

## **SECTION 16.**

### **25-2000.16 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.

**SECTION 17.**

**25-2000.17 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.

## **SECTION 18.**

### **25-2000.18.            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.

## **SECTION 19.**

### **25-2000.19                    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 in N.J.A.C. 5:99-6.3 and -6.4, and N.J.A.C. 5:99-9.1 to -9.3.
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.

## **SECTION 20.**

### **25-2000.20**

#### **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, N.J.A.C. 5:99, 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:
    - i. 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.
    - ii. 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.
    - i. Soliciting, scheduling, conducting and following up on interviews with interested households.
    - ii. 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;

- iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
  - iv. 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 UHAC
  - v. 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.
  - vi. Employing a Random Selection Process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
- d. Affordability controls.
- i. 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.
  - ii. 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.
  - iii. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
  - iv. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- e. Records retention.
- i. 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.
  - ii. 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.
- i. 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.
  - ii. 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.
- i. 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.
  - ii. 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.
  - iii. Notifying the municipality of an owner's intent to sell a Restricted Unit.

- iv. Making determinations on requests by owners of Restricted Units for hardship waivers.
- h. Enforcement.
  - i. 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;
  - ii. 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;
  - iii. 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;
  - iv. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
  - v. 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.

**SECTION 21.**

**25-2000.21**

**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 1 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 1, 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; and
  - 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.

## **SECTION 22.**

### **25-2000.22 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 sixty (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:
    - i. A fine of not more than \$500 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
    - ii. In the case of an owner who has rented his or her Affordable 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;

- iii. In the case of an owner who has rented its 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 New Jersey Housing Resource Center 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 re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.
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

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.

## **SECTION 23.**

### **25-2000.23                      Development Fees.**

1. Purpose
  - a. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the FHA, 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 Superior Court has approved a plan for spending such fees.
3. Residential Development Fees
  - a. Imposed fees

- i. 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.
- ii. 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

- i. 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.
- ii. 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.
- iii. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- iv. No Development Fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.
- v. Developers of an existing vacant lot, or lot on which a detached single-family home has been demolished, that results in the construction of a detached single-family home shall be exempt from paying development fee provided the single-family home is not the result of a subdivision. If the single-family home is the result of a subdivision, a development fee shall apply to all single-family homes which are a net increase over the number of homes on the site prior to the subdivision.
- vi. For the demolition of an existing structure with a replacement of two or more residential structures, the development fee shall be calculated by subtracting the equalized assessed value at the time of the structure demolition from the equalized assessed value of the new residential replacement.

#### 4. Non-Residential Development Fees

- a. Imposition of fees
  - i. 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.
  - ii. 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.
  - iii. 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
  - i. 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.
  - ii. 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:
  - i. 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;

- ii. Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
  - iii. Rental income from municipally operated units;
  - iv. Repayments from affordable housing program loans;
  - v. Recapture funds;
  - vi. Proceeds from the sale of affordable units; and
  - vii. 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:
    - i. Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
    - ii. 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;
    - iii. Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
    - iv. Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
    - v. Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
    - vi. Revocation of compliance certification or a judgment of compliance and repose;
    - vii. 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;
    - viii. 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.

- i. 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.
  - ii. 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 the 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.2), 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.

#### **Section 24.**

All ordinances or portions thereof inconsistent with this ordinance are repealed to the extent of such inconsistency.

#### **Section 25.**

If any portion of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect the remaining portions of the ordinance which shall remain in full force and effect.

**Section 26.**

This Ordinance shall take effect immediately upon final passage in the time and manner prescribed by law.

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Jay A. Gillian, Mayor

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Terry Crowley, Jr., Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey at a meeting of said Council held on the 19<sup>th</sup> day of February, 2026, was taken up for second reading and final passage at a meeting of said Council held on the 12<sup>th</sup> day of March, 2026, in Council Chambers, Ocean City, New Jersey, at six o'clock in the evening.

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Melissa Rasner, City Clerk

**ORDINANCE NO. 26-03**

**AN ORDINANCE AMENDING A PORTION OF ORDINANCE 87-17 and 13-23,  
CHAPTER II, "BOARDS, AUTHORITIES AND COMMISSIONS" OF  
THE REVISED GENERAL ORDINANCES OF THE CITY OF OCEAN CITY**

BE IT ORDAINED by the Mayor and Council of the City of Ocean City, County of Cape May, State of New Jersey, as follows:

**Section 1.**

Chapter II, "Boards, Authorities and Commissions", Sub-section 2-18D, "Utility Advisory Commission, is hereby revised to read as follows:

**UTILITY ADVISORY COMMISSION**

**2-18D.1 Creation.**

There is hereby created the Ocean City Utility Advisory Commission. (Ord. #93-24, § 1)

**2-18D.2 Purpose.**

The purpose of the Utility Advisory Commission is to interact and communicate with utility organizations including but not limited to electric, gas, water, sewer, telephone, internet, cable companies, and municipal utility authorities who provide service to the citizens and residents of the City of Ocean City for the purposes of advising the Council of the City of Ocean City of issues of public importance concerning rate schedules, service, and other related issues. (Ord. #93-24, § 2)

**2-18D.3 Number of Members; Term.**

- a) The Utility Advisory Commission shall consist of nine (9) members all of which shall be full time residents of the City of Ocean City and appointed by the City Council for four (4) year terms. All present members heretofore appointed by resolution of the City Council shall continue to serve for the remainder of their respective terms.
- b) Attendance Requirements
  - a. The Unexcused absence of a member from two (2) consecutive meetings or four (4) total meetings within a calendar year shall constitute recommendation for removal of such member from the Commission with just cause subject to the approval of Council.
- c) A City Liaison shall be appointed to the Utility Advisory Commission. The City Liaison shall be the interface between the Utility Advisory Commission and the City Administration as well as the interface between the Utility Advisory Commission and outside utility service companies.
- d) A member of the City Council, to be selected annually by the full Council, May act as liaison to the Advisory Commission and shall have a right to attend and participate in all meetings, but shall not have a right to vote.
- e) Members of the Utility Advisory Commission shall serve without compensation. (Ord. #93-24, § 3)

**2-18D.4 Duties and Responsibilities. [Ord. #93-24, § 4; Ord. #13-23]**

The Utility Advisory Commission should be the advocate for all residents of the City. Residents may direct questions to the Utility Advisory Commission for resolution with the appropriate entity. The Utility Advisory Commission shall accomplish this through an education outreach program which may include educational factsheets, speaker at Utility Advisory Commission meeting, and a lecture series. The Utility Advisory Commission should seek, as appropriate, assistance from the Ocean City Sustainable Jersey Green team and the Ocean City Environmental Commission.

The Utility Advisory Commission shall monitor the requests for rate increases, changes, and changes in service by all public and municipal utilities, analyze their effect upon the property owners and residents of Ocean City and advise the Council accordingly with recommendations where appropriate. Additionally, the Commission shall advise the City Council of significant developments which may affect service provided by said utilities to the property owners of the City of Ocean City.

Following its advice and recommendations to City Council, the Commission shall take such actions as the Council directs concerning proposed rate hikes, or other actions of the utility which may adversely impact upon the City of Ocean City.

In the event that Utility Advisory Commission recommendations are not acted on by City Council or City Administration, the Commission will continue to monitor the situation and provide updates as necessary. If in the opinion of the Utility Advisory Commission the situation is deemed important and of considerable priority, a meeting of City Administration, Council and Commission Officers will be requested. (Ord. #93-24, § 4)

#### **2-18D.5 Organization.**

- a. The Utility Advisory Commission shall meet six (6) times annually and at such other times as it deems necessary and advisable.
- b. The Commission shall be headed by a Chairperson and Vice-Chairperson who shall be elected annually by the Commission membership. The Commission shall also elect from its membership a Secretary. This election shall take place at the Utility Advisory Commissions Reorganization Meeting at the first meeting of a calendar year. In the event that the Reorganization Meeting cannot take place because of a lack of quorum, previous officers will continue in their post until such a meeting is held.
- c. The Commission shall approve minutes of its meetings and forward a copy to the City Clerk to be kept on file and shall report annually to the City Council on its Work. This report shall include all actions taken to assist residents of Ocean City in understanding their utility bills and conservation programs that they are eligible for from any party in the State of New Jersey.
- d. In the performance of its duties, the Commission shall be authorized, through its Chairperson, to seek information and opinions from the City solicitor and other professional staff retained by the City of Ocean City as approved by the Mayor or Business Administrator. The Commission, however, shall not have the right to enter into intervention or employ any experts itself without the prior written approval of the City Council.
- e. In the performance of its duties, the Commission shall be entitled to reimbursement for reasonable incidental expenses as approved by the Business Administrator.

#### **Section 2.**

All ordinances or portions thereof inconsistent with this ordinance are repealed to the extent of such inconsistency.

#### **Section 3.**

If any portion of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect the remaining portions of the ordinance which shall remain in full force and effect.

#### **Section 4.**

This ordinance shall take effect in the time and manner prescribed by law.

\_\_\_\_\_  
Jay A. Gillian, Mayor

\_\_\_\_\_  
Terry Crowley, Jr., Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 19<sup>th</sup> day of February, 2026 and was taken up for a second reading and final passage at a meeting of said Council held on the 12<sup>th</sup> day of March, 2026 in Council Chambers, City Hall, Ocean City, New Jersey, at six o'clock in the evening.

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-58**

**AUTHORIZING THE AWARD OF CITY CONTRACT #26-03, EMERGENCY MEDICAL BILLING SERVICES FOR THE CITY OF OCEAN CITY TO PROVIDER TECHNOLOGY, LLC (REVASCENT)**

**WHEREAS**, the specifications were authorized for advertisement by Resolution #26-03 on Thursday, January 8, 2026 for City Contract #26-03, Emergency Medical Billing Services for the City of Ocean City; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 14, 2026 and the Invitation to Bidders was distributed to various prospective bidders through the OpenGov E-Procurement platform for City Contract #26-03, Emergency Medical Billing Services for the City of Ocean City; and

**WHEREAS**, the bid proposals were opened for City Contract #26-03, Emergency Medical Billing Services for the City of Ocean City on Thursday, February 10, 2026 and two (2) bid proposals were received per the attached summary of bid proposals; and

**WHEREAS**, Frank Donato III, CMFO, Director of Financial Management; Todd L. Dwyer, Manager of Public Transportation & Revenue Collection; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the bid proposals and the specifications and recommend that the contract be awarded to Revascent as the lowest responsible bidder; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that City Contract #26-03, Emergency Medical Billing Services for the City of Ocean City be and is hereby awarded to the following lowest responsible bidder as follows:

**Revascent  
P.O. Box 13846  
Savannah, GA 31416**

**Base Bid City Contract #26-03**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>2026</u></b>	<b><u>2027</u></b>	<b><u>2028</u></b>
1.	Emergency Medical Billing & Response Services, Percentage of the Collections to be Received by Vendor	3.19%	3.19%	3.19%

**BE IT FURTHER RESOLVED** that the initial term of this contract shall be for a period of twelve (12) months beginning on February 1, 2026 and continuing through January 31, 2027; and

**BE IT FURTHER RESOLVED** that the Mayor and the City Purchasing Manager are hereby authorized to enter into a contract with Revascent for City Contract #26-03, Emergency Medical Billing Services for the City of Ocean City as listed and in accordance with the contract specifications and the bid proposal form; and

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2026 Municipal Budget and shall be charged to Operating Account #6-01-25-720-211 as purchase orders are issued.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CFO  
Director of Financial Management

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RAW CC #26-03 EMS Billing Services.docx

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAINED</b>
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

EVALUATION TABULATION  
 City Contract #26-03  
 Emergency Medical Billing Services for the City of Ocean City

Base Bid for City Contract #26-03		Ambulance Reimbursement Systems, Inc.		Revascent
Line Item	Description	Unit of Measure	Percentage	Percentage
1	Emergency Medical Billing & Response Services, Percentage of the Collections to be Received by the Bidder for Said Specified Services for Year <b>2026</b>	Percentage	3.9%	3.19%
2	Emergency Medical Billing & Response Services, Percentage of the Collections to be Received by the Bidder for Said Specified Services for Year <b>2027</b>	Percentage	3.9%	3.19%
3	Emergency Medical Billing & Response Services, Percentage of the Collections to be Received by the Bidder for Said Specified Services for Year <b>2028</b>	Percentage	3.9%	3.19%

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-59

**AUTHORIZING THE AWARD OF CITY CONTRACT #26-08, JITNEY/TROLLEY  
TRANSPORTATION SERVICES FOR THE CITY OF OCEAN CITY TO ATLANTIC  
CITY JITNEY ASSOCIATION**

**WHEREAS**, the specifications were authorized for advertisement by Resolution #26-62-526 on Thursday, November 20, 2025 for City Contract #26-08, Jitney/Trolley Transportation Services for the City of Ocean City; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 21, 2026 and the Invitation to Bidders was distributed to various prospective bidders through the OpenGov E-Procurement platform for City Contract #26-08, Jitney/Trolley Transportation Services for the City of Ocean City; and

**WHEREAS**, the bid proposals were opened for City Contract #26-08, Jitney/Trolley Transportation Services for the City of Ocean City on Thursday, February 10, 2026 and one (1) bid proposal was received per the attached summary of bid proposals; and

**WHEREAS**, Daniel C. Kelchner, Director of Community Services; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the bid proposals and the specifications and recommend that the contract be awarded to Atlantic City Jitney Association as the lowest responsible bidder; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that City Contract #26-08, Jitney/Trolley Transportation Services for the City of Ocean City be and is hereby awarded to the following lowest responsible bidder as follows:

**Atlantic City Jitney Association  
6821 Delilah Road  
Egg Harbor Township, NJ 08234**

**Base Bid City Contract #26-08**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Total Amount</u></b>
1.	Provide transportation services for the Evening Service Hours for the Boardwalk District Loop.....	\$55,900.00
2.	Provide transportation services for the Morning Service Hours for the Senior Center Loop.....	\$65,800.00
<b>Total Amount for the Evening Boardwalk District Loop &amp; Morning Senior Center Loop.....</b>		<b>\$121,700.00</b>

**Optional Additional Per Jitney Rates as Needed**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Unit Cost</u></b>
3.	Additional Jitney as described for the Evening Service hours for the Boardwalk District Loop.....	\$260.00
4.	Additional Jitney as described for the Morning service hours for the Senior Center Loop.....	\$350.00

**BE IT FURTHER RESOLVED** that the initial term of this contract shall be for a period of twelve (11) months beginning on February 2, 2026 and continuing through December 31, 2026; and

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-59**

**BE IT FURTHER RESOLVED** that the Mayor and the City Purchasing Manager are hereby authorized to enter into a contract with Atlantic City Jitney Association for City Contract #26-08, Jitney/Trolley Transportation Services for the City of Ocean City as listed and in accordance with the contract specifications and the bid proposal form; and

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2026 Municipal Budget and shall be charged to Operating Account #6-01-20-090-267 as purchase orders are issued.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CFO  
Director of Financial Management

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RAW CC #26-08 Jitney Transportation Services.docx

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF  
COMMUNITY SERVICES

TO: George Savastano, Business Administrator  
Michael Rossbach Jr., Purchasing Manager

FROM: Daniel Kelchner, Director of Community Services

DATE: February 17, 2026

SUBJECT: Jitney Transportation Services 2026-2028

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All,

I am writing in support of awarding contract #26-08 (2026-2028 Jitney Transportation Services) to the Atlantic City Jitney Association (ACJA). The ACJA has been the City's provider for this service contract from 2022-2025 and their performance over the years has been beyond satisfactory. We are confident that the ACJA can continue to provide a high level of consistency and customer service to our residents and visitors alike in 2026 and beyond.

There are no changes to the parameters for the Boardwalk District Loop (evening service) from the previous contract. The fare will remain \$3.00 one-way per rider, with children ages 5 and under riding for free. Conversely, the Senior Center Shuttle (twelve-month service) is adding an additional day to provide transportation services 3-days per week. The Senior Center Shuttle is also changing from a loop with designated stops, to a door-to-door service designed to transport seniors from their homes island-wide, to a specific drop-off/pick-up location at the Community Center. The Senior Center shuttle is a free service for seniors age 60+. Ride reservations can be made by calling the Senior Center at 609-399-0055.

ACJA's bid was \$55,900 for the Boardwalk District Loop and \$65,800 for the Senior Center Loop. The total program cost in 2026 will be \$121,700. This contract also provides the City the flexibility to alter routes, number of jitneys in service on a given day, and/or service times as needed.

If you have any questions, please feel free to contact my office at 609-525-9292.

Sincerely,

Daniel C. Kelchner  
Director of Community Services

861 ASBURY AVENUE, CITY HALL, OCEAN CITY, NJ 08226-3642  
609-525-9283 - Fax: 609-525-0301  
[www.ocnj.us](http://www.ocnj.us)

**EVALUATION TABULATION**  
**City Contract #26-08**

Jitney/Trolley Transportation Services for the City of Ocean City

		Atlantic City Jitney Association	
Line Item	Description	Unit of Measure	Unit Cost
1	Provide transportation services for the Evening Service Hours for the Boardwalk District Loop	Lump Sum	\$55,900.00
2	Provide transportation services for the Morning Service Hours for the Senior Center Loop.	Lump Sum	\$65,800.00
		<b>Total</b>	<b>\$121,700.00</b>
Line Item	Description	Unit of Measure	Unit Cost
3	Additional Jitney as described for the Evening Service hours for the Boardwalk District Loop.	Per Jitney	\$260.00
4	Additional Jitney as described for the Morning service hours for the Senior Center Loop.	Per Jitney	\$350.00

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-60**

**AUTHORIZING THE AWARD OF CITY CONTRACT #26-13, DEMOLITION OF EXISTING STRUCTURES LOCATED AT BLOCK 806, LOTS 21, 22 & 23 TO NERI'S CONSTRUCTION AND RENTAL, INC.**

**WHEREAS**, the specifications were authorized for advertisement by Resolution #25-62-552 on Thursday, December 18, 2025 for City Contract #26-13, Demolition of Existing Structures Located at Block 806, Lots 21, 22 & 23; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, December 24, 2025 and the Invitation to Bidders was distributed to various prospective bidders through the OpenGov E-Procurement platform for City Contract #26-13, Demolition of Existing Structures Located at Block 806, Lots 21, 22 & 23; and

**WHEREAS**, the bid proposals were opened for City Contract #26-13, Demolition of Existing Structures Located at Block 806, Lots 21, 22 & 23 on Thursday, February 12, 2026 and fourteen (14) bid proposals were received per the attached summary of bid proposals; and

**WHEREAS**, the apparent low bidder, Mark Franchi Demolition & Yard Services, LLC did not have an asbestos contractor that was DPMC classified (C092), and thus was a fatal defect; and

**WHEREAS**, Vincent C. Orlando (Engineering Design Associates, P.A.); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the bid proposals and the specifications and recommend that the contract be awarded to Neri's Construction and Rental, Inc. as the lowest responsible bidder; and

**WHEREAS**, the vendor is advised that this award does not guarantee that all of the items listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue purchase orders for said items. No items shall be sent to the City without first obtaining a purchase order; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that City Contract #26-13, Demolition of Existing Structures Located at Block 806, Lots 21, 22 & 23 be and is hereby awarded to the following lowest responsible bidder as follows:

**Neri's Construction and Rental, Inc.  
849 Clayton Road  
Williamstown, NJ 08094**

**Base Bid City Contract #26-13**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total</u></b>
1.	Mobilization, Project Start Up & Maintenance and Protection of Traffic.....	1 L.S.	\$3,000.00	\$3,000.00
2.	Install Soil Erosion Measures.....	1 L.S.	\$2,800.00	\$2,800.00
3.	Removal Of Asbestos.....	1 L.S.	\$70,000.00	\$70,000.00
4.	Demolition Of Site.....	1 L.S.	\$61,390.00	\$61,390.00
5.	Dense Graded Aggregate, 6" Thick.....	410 S.Y.	\$5.00	\$2,050.00
6.	HMA 12.5m64 Base Course, 2" Thick.....	50 TON	\$120.00	\$6,000.00
<b>Total for Items 1-6 for City Contract #26-13.....</b>				<b>\$145,240.00</b>

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-60**

**BE IT FURTHER RESOLVED** that the Mayor and the City Purchasing Manager are hereby authorized to enter into a contract with Neri's Construction and Rental, Inc. for City Contract #26-13, Demolition of Existing Structures Located at Block 806, Lots 21, 22 & 23 as listed and in accordance with the contract specifications and the bid proposal form; and

The Director of Financial Management certifies that funds are available and \$82,063.32 shall be charged to Capital Account #C-04-55-C-04-55-333-001 and \$63,176.68 shall be charged to Capital Account #C-04-55-327-101

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CFO  
Director of Financial Management

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RAW CC #26-13 Demolition of City Hall Lot Buildings.docx

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

**EVALUATION TABULATION**  
City Contract #26-13

**Demolition of Existing Structures Located at Block 806, Lots 21, 22 & 23**

City Contract #26-13 Base Bid			Mark Franchi Demolition & Yard Services LLC		Neri's Construction & Rental, Inc.		American Demolition Corp		Pineland Construction, LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION, PROJECT START UP & MAINTENANCE AND PROTECTION OF TRAFFIC	1	L.S.	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
2	INSTALL SOIL EROSION MEASURES	1	L.S.	\$4,229.00	\$4,229.00	\$2,800.00	\$2,800.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00
3	REMOVAL OF ASBESTOS	1	L.S.	\$27,800.00	\$27,800.00	\$70,000.00	\$70,000.00	\$24,398.60	\$24,398.60	\$63,000.00	\$63,000.00
4	DEMOLITION OF SITE	1	L.S.	\$52,000.00	\$52,000.00	\$61,390.00	\$61,390.00	\$110,000.00	\$110,000.00	\$69,000.00	\$69,000.00
5	DENSE GRADED AGGREGATE, 6" THICK	410	S.Y.	\$30.00	\$12,300.00	\$5.00	\$2,050.00	\$8.54	\$3,501.40	\$14.63	\$5,998.30
6	HMA 12.5M64 BASE COURSE, 2" THICK	50	TON	\$234.00	\$11,700.00	\$120.00	\$6,000.00	\$150.00	\$7,500.00	\$330.00	\$16,500.00
<b>Total</b>					<b>\$113,529.00</b>		<b>\$145,240.00</b>		<b>\$148,000.00</b>		<b>\$159,498.30</b>
City Contract #26-13 Base Bid			TTL Services LLC		Caravelia Demolition, Inc.		Frank Galbraith & Son Excavation & Demo LLC		Winzinger, Inc.		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION, PROJECT START UP & MAINTENANCE AND PROTECTION OF TRAFFIC	1	L.S.	\$60,000.00	\$60,000.00	\$18,334.00	\$18,334.00	\$5,000.00	\$5,000.00	\$8,965.00	\$8,965.00
2	INSTALL SOIL EROSION MEASURES	1	L.S.	\$500.00	\$500.00	\$2,180.00	\$2,180.00	\$1.00	\$1.00	\$800.00	\$800.00
3	REMOVAL OF ASBESTOS	1	L.S.	\$10,000.00	\$10,000.00	\$52,800.00	\$52,800.00	\$65,000.00	\$65,000.00	\$69,000.00	\$69,000.00
4	DEMOLITION OF SITE	1	L.S.	\$64,800.00	\$64,800.00	\$72,000.00	\$72,000.00	\$89,000.00	\$89,000.00	\$93,500.00	\$93,500.00
5	DENSE GRADED AGGREGATE, 6" THICK	410	S.Y.	\$9.00	\$3,690.00	\$19.50	\$7,995.00	\$24.00	\$9,840.00	\$15.00	\$6,150.00
6	HMA 12.5M64 BASE COURSE, 2" THICK	50	TON	\$600.00	\$30,000.00	\$390.00	\$19,500.00	\$275.00	\$13,750.00	\$263.00	\$13,150.00
<b>Total</b>					<b>\$168,990.00</b>		<b>\$172,809.00</b>		<b>\$182,591.00</b>		<b>\$191,565.00</b>
City Contract #26-13 Base Bid			Terra Technical Services, LLC		F R Beinke Wrecking, Inc.		J.R. Contracting & Enviro. Consulting, Inc.		SI Hauck Construction, LLC		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION, PROJECT START UP & MAINTENANCE AND PROTECTION OF TRAFFIC	1	L.S.	\$14,500.00	\$14,500.00	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00	\$20,137.54	\$20,137.54
2	INSTALL SOIL EROSION MEASURES	1	L.S.	\$950.00	\$950.00	\$2,888.00	\$2,888.00	\$1,500.00	\$1,500.00	\$10,733.96	\$10,733.96
3	REMOVAL OF ASBESTOS	1	L.S.	\$63,000.00	\$63,000.00	\$36,000.00	\$36,000.00	\$53,000.00	\$53,000.00	\$75,258.00	\$75,258.00
4	DEMOLITION OF SITE	1	L.S.	\$105,000.00	\$105,000.00	\$113,800.00	\$113,800.00	\$120,000.00	\$120,000.00	\$65,970.38	\$65,970.38
5	DENSE GRADED AGGREGATE, 6" THICK	410	S.Y.	\$10.00	\$4,100.00	\$20.00	\$8,200.00	\$25.00	\$10,250.00	\$33.737	\$13,852.17
6	HMA 12.5M64 BASE COURSE, 2" THICK	50	TON	\$136.00	\$6,800.00	\$400.00	\$20,000.00	\$225.00	\$11,250.00	\$280.44	\$14,022.00
<b>Total</b>					<b>\$194,350.00</b>		<b>\$195,888.00</b>		<b>\$199,000.00</b>		<b>\$199,954.05</b>
City Contract #26-13 Base Bid			Marutti Construction LLC		Two Brothers Contracting, Inc.		Engineer's Estimate				
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Line Item Estimate: \$93,150.00 20% Contingency: \$18,630.00 Total Estimated Cost: \$111,780.00			
1	MOBILIZATION, PROJECT START UP & MAINTENANCE AND PROTECTION OF TRAFFIC	1	L.S.	\$47,750.00	\$47,750.00	\$25,000.00	\$25,000.00				
2	INSTALL SOIL EROSION MEASURES	1	L.S.	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00				
3	REMOVAL OF ASBESTOS	1	L.S.	\$65,000.00	\$65,000.00	\$88,000.00	\$88,000.00				
4	DEMOLITION OF SITE	1	L.S.	\$75,000.00	\$75,000.00	\$241,000.00	\$241,000.00				
5	DENSE GRADED AGGREGATE, 6" THICK	410	S.Y.	\$25.00	\$10,250.00	\$39.00	\$15,990.00				
6	HMA 12.5M64 BASE COURSE, 2" THICK	50	TON	\$200.00	\$10,000.00	\$350.00	\$17,500.00				
<b>Total</b>					<b>\$213,000.00</b>		<b>\$393,990.00</b>				



February 16, 2026

VIA EMAIL

City of Ocean City  
861 Asbury Avenue  
Ocean City, NJ 08226

ATTN: George Savastano, Business Administrator

Re: Demolition of Existing Structures Located at Block 806, Lots 21, 22 & 23  
City of Ocean City, Cape May County, NJ  
City Contract #26-13  
EDA # 10548

Dear George:

Enclosed please find a bid tabulation sheet for the above referenced project. The bids were reviewed for mathematical correctness. There were fourteen (14) bidders for this project. The results are listed below:

Mark Franchi Demolition & Yard Services LLC	\$113,529.00
Neri's Construction & Rental, Inc.	\$145,240.00
American Demolition Corp	\$148,000.00
Pinelands Construction, LLC	\$159,498.30
TTL Services LLC	\$168,990.00
Caravella Demolition, Inc.	\$172,809.00
Frank Galbraith & Son Excavation & Demo LLC	\$182,591.00
Winzinger, Inc.	\$191,565.00
Terra Technical Services, LLC	\$194,350.00
F R Beinke Wrecking, Inc.	\$195,888.00
J.R. Contracting & Enviro. Consulting, Inc.	\$199,000.00
SJ Hauck Construction, LLC	\$199,954.05
Maruti Construction LLC	\$213,000.00
Two Brothers Contracting, Inc.	\$393,990.00

Upon review of the submitted bid documents, it has been determined that there was a fatal defect with the lowest bidder, Mark Franchi Demolition & Yard Services, LLC. The asbestos contractor was not DPMC Classified (c092).

We recommend that the contract be awarded to the second lowest bidder **Neri's Construction & Rental, Inc.** If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

Vincent C. Orlando, PE, PP, LLA

VCO/msb

cc: Joseph S. Clark, QPA, City Purchasing Manager  
Michael Rossbach Jr., QPA, Assistant Purchasing Agent  
Vince Bekier, Operations and Engineering Director  
Anthony Savastano, Engineering Manager  
Rachel Ballezzi, Operations and Engineering Assistant  
*All of Above Via Email*

G:\EDA\EDAProjects\10500-10999\10548\Documents\Correspondence\L1 - Bid Recommendation.docx

**Cambridge Professional Offices**

5 Cambridge Drive, Ocean View, New Jersey 08230

PHONE: (609) 390-0332 • FAX: (609) 390-9204

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

No. 26-61

**AUTHORIZING THE AWARD OF CITY CONTRACT #26-16, REINFORCEMENT & REDECKING OF THE OCEAN CITY BOARDWALK FROM 12<sup>TH</sup> STREET TO 14<sup>TH</sup> STREET TO L. FERIOZZI CONCRETE COMPANY**

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, January 21, 2026 and the Invitation to Bidders was distributed to various prospective bidders through the OpenGov E-Procurement platform for City Contract #26-16, Reinforcement & Redecking of the Ocean City Boardwalk from 12th Street to 14th Street; and

**WHEREAS**, the bid proposals were opened for City Contract #26-16, Reinforcement & Redecking of the Ocean City Boardwalk from 12th Street to 14th Street on Thursday, February 12, 2026 and seven (7) bid proposals were received per the attached summary of bid proposals; and

**WHEREAS**, Lamont “Butch” Czar, P.E. (Czar Engineering); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the bid proposals and the specifications and recommend that the contract be awarded to L. Feriozzi Concrete Company as the lowest responsible bidder; and

**WHEREAS**, the vendor is advised that this award does not guarantee that all of the items listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue purchase orders for said items. No items shall be sent to the City without first obtaining a purchase order; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that City Contract #26-16, Reinforcement & Redecking of the Ocean City Boardwalk from 12th Street to 14th Street be and is hereby awarded to the following lowest responsible bidder as follows:

**L. Feriozzi Concrete Company  
3010 Sunset Avenue  
Atlantic City, NJ 08401**

**Base Bid City Contract #26-16**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
1.	Total Lump Sum Base Bid for City Contract #26-16.....	1 L.S.	\$1,166,000.00
2.	Owner’s Contingency Allowance.....	1 L.S.	\$75,000.00
3.	Temporary Store Access.....	1 L.S.	\$15,000.00
<b>Total for Items 1-3 for City Contract #26-16.....</b>			<b>\$1,256,000.00</b>

**Unit Prices for Additions & Deductions from the Base Bid as Needed**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>
1.	Remove and Install new PT 3" x 10" Joist (Over and above base bid quantity of fifty (50) joists.....	Each	\$125.00
2.	2" x 6" PT Decking (Install only with contractor supplied screws, includes removal of existing decking) .....	L.F.	\$12.15
3.	Twisted HDG Strap w/Hardware.....	Each	\$8.30

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-61**

**BE IT FURTHER RESOLVED** that the Mayor and the City Purchasing Manager are hereby authorized to enter into a contract with L. Feriozzi Concrete Company for City Contract #26-16, Reinforcement & Redecking of the Ocean City Boardwalk from 12th Street to 14th Street as listed and in accordance with the contract specifications and the bid proposal form; and

The Director of Financial Management certifies that funds are available and shall be charged to Capital Account #C-04-55-332-001

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CFO  
Director of Financial Management

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RAW CC #26-16 12<sup>th</sup>-14<sup>th</sup> Reinforcement & Redecking.docx

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

**EVALUATION TABULATION**  
City Contract #26-16

Reinforcement & Redecking of the Ocean City Boardwalk from 12th Street to 14th Street

Base Bid City Contract #26-16		Fred M. Schiavone Construction, Inc.		L. Feriozzi Concrete Company		R. A. Walters & Son, Inc.		Weatherby Construction & Renovation Corp.	
Line Item	Description	Unit of Measure	Total Base Bid	Total Base Bid	Total Base Bid	Total Base Bid	Total Base Bid	Total Base Bid	Total Base Bid
1	Total Lump Sum Base Bid for City Contract #26-16 (Not including Owner's Contingency Allowance & Temporary Store Access)	Lump Sum	\$1,390,538.00	\$1,166,000.00	\$1,490,000.00	\$1,757,000.00			
2	Owner's Contingency Allowance	Lump Sum	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00			\$75,000.00
3	Temporary Store Access	Lump Sum	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00			\$15,000.00
	<b>Total</b>		<b>\$1,480,538.00</b>	<b>\$1,256,000.00</b>	<b>\$1,580,000.00</b>	<b>\$1,847,000.00</b>			<b>\$1,847,000.00</b>
<b>Unit Prices for Addition or Deduction from the Base Bid</b>									
Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
4	Remove and install new PT 3" x 10" Joist (Over and above base bid quantity of fifty (50) joists)	Each	\$175.00	\$125.00	\$150.00	\$250.00			
5	2" x 6" PT Decking (Install only with contractor supplied screws, includes removal of existing decking)	Per Lin. Ft.	\$13.75	\$12.15	\$12.50	\$5.00			
6	Twisted HDG Strap w/Hardware	Each	\$20.00	\$8.30	\$25.00	\$8.00			
<b>Base Bid City Contract #26-16</b>									
<b>South State, Inc.</b>			<b>Total Base Bid</b>	<b>Total Base Bid</b>	<b>Total Base Bid</b>	<b>Total Base Bid</b>	<b>Total Base Bid</b>	<b>Total Base Bid</b>	<b>Total Base Bid</b>
1	Total Lump Sum Base Bid for City Contract #26-16 (Not including Owner's Contingency Allowance & Temporary Store Access)	Lump Sum	\$1,669,000.00	\$1,710,000.00	\$1,536,000.00				
2	Owner's Contingency Allowance	Lump Sum	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00			
3	Temporary Store Access	Lump Sum	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00			
	<b>Total</b>		<b>\$1,759,000.00</b>	<b>\$1,800,000.00</b>	<b>\$1,626,000.00</b>	<b>\$1,626,000.00</b>			<b>\$1,626,000.00</b>
<b>Vulcan Construction Group, Inc.</b>			<b>Unit Cost</b>	<b>Unit Cost</b>	<b>Unit Cost</b>	<b>Unit Cost</b>	<b>Unit Cost</b>	<b>Unit Cost</b>	<b>Unit Cost</b>
4	Remove and install new PT 3" x 10" Joist (Over and above base bid quantity of fifty (50) joists)	Each	\$245.00	\$280.00	\$228.00	\$228.00			
5	2" x 6" PT Decking (Install only with contractor supplied screws, includes removal of existing decking)	Per Lin. Ft.	\$8.00	\$37.00	\$6.00	\$6.00			
6	Twisted HDG Strap w/Hardware	Each	\$21.00	\$40.00	\$27.00	\$27.00			

# CZAR Engineering, LLC

February 13, 2026

Michael Rossbach Jr., QPA  
City Purchasing Manager, Department of Administration - Purchasing Division  
City of Ocean City  
861 Asbury Avenue, City Hall, Room 203  
Ocean City, NJ 08226

RE: Boardwalk Reconstruction, 12<sup>TH</sup> Street to 14<sup>th</sup> Street  
Bid #26-16  
L. Ferriozzi Concrete Company

Dear Mike:

CZAR Engineering, as the Engineer of Record for the above project, has been requested to provide a recommendation to award the Boardwalk Reconstruction, Bid #26-16, based on the plans and specifications prepared for the project. The contract includes a Base Bid for removal and replacement of the existing boardwalk decking and structural enhancement and Owner's Allowance of \$75,000, an allowance to maintain access to the retail stores and a unit price schedule for additional work that might be uncovered during the project. Note that the City of Ocean City is supplying all lumber and deck fasteners.

1. CONTRACTOR:
  - a. L. Ferriozzi Concrete Company
  - b. Contract Value:
    - i. Base Bid including Allowance \$1,256,000.00

In order to confirm L. Ferriozzi's understanding of the project, CZAR Engineering reviewed with L. Ferriozzi the scope of the project. Based on our review and Ferriozzi's previous boardwalk replacement work experience, CZAR Engineering has no objections or concerns and recommends awarding the 12<sup>th</sup> to 14<sup>th</sup> Street Boardwalk reconstruction to L. Ferriozzi Concrete Company subject to the bid requirements review by Ocean City.

Please feel free to contact me if you need any additional information.

Very truly yours,

Brian S. Meyers  
Project Manager  
CZAR Engineering, LLC

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-62

**AUTHORIZING THE CITY'S PARTICIPATION IN NEW JERSEY STATE  
CONTRACT #16-FLEET-00125, PARK & PLAYGROUND EQUIPMENT & THE  
BERGEN COUNTY COOPERATIVE PRICING SYSTEM (CK04) CONTRACT #BC-  
BID-24-35, PARK & PLAYGROUND EQUIPMENT & GENERAL SUPPLIES WITH  
KOMPAN, INC.**

**WHEREAS**, the City of Ocean City, pursuant to N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bid proposals, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any contracts entered into on behalf of the State of New Jersey by the Division of Purchase & Property in the Department of the Treasury; and

**WHEREAS**, the City of Ocean City is a participating agency under the Bergen County Cooperative Pricing Program #CK04; and

**WHEREAS**, Bergen County has acted on behalf of the City of Ocean City as a lead agency for the Bergen County Cooperative Pricing Program County contract #BC-BID-24-35, Parks & Playground Equipment & General Supplies to participating Members of the Bergen County Cooperative Program #CK04; and

**WHEREAS**, the Ocean City Community Services Department is looking to use State Contract #16-FLEET-00125, Park & Playground Equipment and the Bergen County Cooperative Pricing System Contract #BC-BID-24-25, Park & Playground Equipment & General Supplies to purchase and install various recreational park equipment for an upcoming project at 34<sup>th</sup> street; and

**WHEREAS**, Kompan, Inc. has submitted a design and equipment proposal for the 34<sup>th</sup> street playground; and

**WHEREAS**, Daniel C. Kelchner, Director of Community Services; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the proposal and recommend an award of contract with **Kompan, Inc., 605 W. Howard Lane, Suite 101, Austin, TX 78753** as follows:

**Park & Playground Equipment**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Total Amount</u></b>
1.	Supply & Install Playground Equipment	\$1,366,488.20
2.	Supply & Install Playground Surface	\$771,516.31
3.	Supply & Install Shade Structures	\$719,157.69
4.	Supply & Install Benches & Tables	\$139,077.00
5.	Freight Total	\$194,416.16
6.	Payment & Performance Bonds	\$68,341.61
7.	Permits	\$4,600.00
<b>Total Amount for 34<sup>th</sup> Street Sand Castle Playground Items 1-7.....</b>		<b>\$3,263,596.97</b>

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-62**

**NOW THEREFORE, BE IT RESOLVED** that the City council of Ocean City, New Jersey authorizes the Mayor and City Purchasing Manager to enter into a contract with Kompan, Inc., as listed and in accordance with this Resolution; and

The Director of Financial Management certifies that funds are available and \$3,263,596.97 shall be charged to Capital Account #C-04-55-336-101.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CFO  
Director of Financial Management

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RAW 34<sup>th</sup> Street Playground Kompan.docx

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF COMMUNITY SERVICES

---

TO: George Savastano, Business Administrator  
Vince Bekier, Director of Capital Programs  
Michael Rossbach Jr, Purchasing Manager

FROM: Daniel Kelchner, Director of Community Services

DATE: February 18, 2026

SUBJECT: Sandcastle Park Project – Playground Equipment Purchase Authorization

---

All,

The Sandcastle Park Redevelopment Project is slated to begin shortly after Labor Day 2026. Resolution 26-62 will allow for purchase and installation of the following:

1. Playground Equipment
2. Playground Surfacing and Subbase
3. Shade Sails
4. Site Furnishings

This purchase also includes permitting fees, payment/performance bonds, and freight. The accompanying sales proposals are attached to this memo. All items will be purchased from Kompan, Inc. on state contract via NJSTART. We are utilizing the Bergen County Cooperative Pricing System (CK04) – Contract #BC-BID-24-35 for product installation. The total cost of this purchase is \$3,263,596.97.

The second phase of this project will include a professional services contract encompassing the various other facets of the Sandcastle Park Redevelopment Project. If you have any questions, please feel free to contact my office at 609-525-9292.

Sincerely,

Daniel C. Kelchner  
Director of Community Services

**Sales Proposal**

City of Ocean City  
Mike Rossbach  
861 Asbury Ave.  
Ocean City, NJ 08226

Quote No. SP164406-1  
Customer No. 161153  
Document Date 02/18/2026  
Expiration Date 04/19/2026

Sales Representative John Marshall  
Email JohMar@Kompan.com

Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	NJ OR BERGEN Equipment					
<a href="#">PCM004221-0950</a>	Play Panel 1 High - Maze - Teal Texmade - In-Ground Total CO <sub>2</sub> Emission 328.2 LB (328.2 LB/Pieces)	1	Pieces	2,860.00	15.00	2,431.00
						
US-KOMPAN-CUSTOM	Argo - GRAY (GXY801912-3717) In-Ground 90CM	1	Pieces	4,150.00	15.00	3,527.50
<a href="#">TPP280030-0401</a>	Rattle Roller Wheel Alu. Version - Ø600 mm.	1	Pieces	1,410.00	15.00	1,198.50
						
KSW-CUSTOM	7-Bay Swing 951878	1	Pieces	27,200.00	15.00	23,120.00
						
<a href="#">PCM154-CUSTOM</a>	PCM154 VARIANT TODDLER CAROUSEL 20443458	1	Pieces	11,100.00	15.00	9,435.00
						
<a href="#">ELE400024-3717LG</a>	Spinner Bowl - Lime Green In-ground 90cm Total CO <sub>2</sub> Emission 252.5 LB (252.5 LB/Pieces)	1	Pieces	1,260.00	15.00	1,071.00
						

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788  
E-Mail Contact@KOMPAN.com | www.KOMPAN.us

SWIFT Code NDEAUS3N (Nordea Bank, NY | Bank Account No. USD 718 155 3001 | Routing No. 026010786)

**Sales Proposal**

City of Ocean City  
Mike Rossbach  
861 Asbury Ave.  
Ocean City, NJ 08226

Quote No. SP164406-1  
Customer No. 161153  
Document Date 02/18/2026  
Expiration Date 04/19/2026

Sales Representative John Marshall  
Email JohMar@Kompan.com

Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<a href="#">ELE400024-3717BL</a>	Spinner Bowl - Blue In-ground 90cm Total CO <sub>2</sub> Emission 252.5 LB (252.5 LB/Pieces)	1 Pieces	1,260.00	15.00	1,071.00
					
SUR18390-403	3D Kompan Turtle	1 Pieces	1,870.00	15.00	1,589.50
					
<a href="#">GXY935012-12</a>	Starsurfer - Lime Green In-ground 60cm Total CO <sub>2</sub> Emission 933.5 LB (933.5 LB/Pieces)	1 Pieces	6,650.00	15.00	5,652.50
					
<a href="#">COR205021-1102</a>	Rope Hammock - Blue In-ground 110cm Total CO <sub>2</sub> Emission 1,372.4 LB (1,372.4 LB/Pieces)	1 Pieces	10,800.00	15.00	9,180.00
					
<a href="#">ELE400063-3717</a>	Multispinner Carou - Greenline In-ground 90cm Total CO <sub>2</sub> Emission 1,247.5 LB (1,247.5 LB/Pieces)	1 Pieces	11,300.00	15.00	9,605.00
					
<a href="#">PCM003222-0901</a>	Play Panel 2 - Emotion - Red In-Ground Total CO <sub>2</sub> Emission 403.5 LB (403.5 LB/Pieces)	1 Pieces	4,470.00	15.00	3,799.50
					

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788  
E-Mail Contact@KOMPAN.com | www.KOMPAN.us

SWIFT Code NDEAUS3N (Nordea Bank, NY | Bank Account No. USD 718 155 3001 | Routing No. 026010786)

City of Ocean City  
Mike Rossbach  
861 Asbury Ave.  
Ocean City, NJ 08226

**Sales Proposal**

Quote No. SP164406-1  
Customer No. 161153  
Document Date 02/18/2026  
Expiration Date 04/19/2026

Sales Representative John Marshall  
Email JohMar@Kompan.com

Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<a href="#">PCM104-0601</a> 	DOUBLE DOLPHIN SPRINGER IN-GROUND 40CM Total CO <sub>2</sub> Emission 614.1 LB (614.1 LB/Pieces)	1 Pieces	1,670.00	15.00	1,419.50
<a href="#">TPP280024-0401</a> 	Sensory Multi Play Panel Alu. Version 800x595 mm.	1 Pieces	1,800.00	15.00	1,530.00
<a href="#">PCM103-0601</a> 	DOLPHIN SPRINGER IN-GROUND 60CM Total CO <sub>2</sub> Emission 337.0 LB (337.0 LB/Pieces)	1 Pieces	1,080.00	15.00	918.00
US-KOMPAN-CUSTOM	GXY934036-3717 - Rock-It	1 Pieces	6,830.00	15.00	5,805.50
<a href="#">KPL102-0611</a> 	Sea Lion In-ground 60cm Total CO <sub>2</sub> Emission 292.4 LB (292.4 LB/Pieces)	1 Pieces	870.00	15.00	739.50
<a href="#">COR203011-1101</a> 	Net Twister - Red In-ground 110cm Total CO <sub>2</sub> Emission 2,436.3 LB (2,436.3 LB/Pieces)	1 Pieces	17,100.00	15.00	14,535.00
<a href="#">M17003-12P</a> 	Dune Buggy - Greenline In-ground 60cm Total CO <sub>2</sub> Emission 344.7 LB (344.7 LB/Pieces)	1 Pieces	1,320.00	15.00	1,122.00

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788  
E-Mail Contact@KOMPAN.com | www.KOMPAN.us

SWIFT Code NDEAUS3N (Nordea Bank, NY | Bank Account No. USD 718 155 3001 | Routing No. 026010786)

**Sales Proposal**

City of Ocean City  
Mike Rossbach  
861 Asbury Ave.  
Ocean City, NJ 08226

Quote No. SP164406-1  
Customer No. 161153  
Document Date 02/18/2026  
Expiration Date 04/19/2026

Sales Representative John Marshall  
Email JohMar@Kompan.com

Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<a href="#">PCM157-0205</a> 	UNIVERSAL CAROUSEL-LIME GREEN HPL DECK PLATE, IN-GROUND 20CM Total CO <sub>2</sub> Emission 2,426.9 LB (2,426.9 LB/Pieces)	1 Pieces	16,000.00	15.00	13,600.00
US-KOMPAN-CUSTOM	Ocean Giant w/ Ramp KMS-PCT-CUSTOM - 9701177	1 Pieces	392,000.00	20.00	313,600.00
COR-SPACE-CUSTOM	Octanet 883729	1 Pieces	200,000.00	20.00	160,000.00
<a href="#">M18701-12P</a> 	Ocean Seesaw In-ground 60cm Total CO <sub>2</sub> Emission 2,337.3 LB (2,337.3 LB/Pieces)	1 Pieces	7,830.00	15.00	6,655.50
GXY-CUSTOM 	Supernova - Red 991226	1 Pieces	12,300.00	15.00	10,455.00
<a href="#">MSV60200-0201</a> 	Service & Workshop Surface (expansion bolts) Total CO <sub>2</sub> Emission 237.4 LB (237.4 LB/Pieces)	1 Pieces	7,030.00	15.00	5,975.50
<a href="#">M98401-1011</a> 	Cocowave Pendulum Swing - HDG/Lime Green In-ground 100cm Total CO <sub>2</sub> Emission 4,415.7 LB (4,415.7 LB/Pieces)	1 Pieces	14,900.00	15.00	12,665.00

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Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<a href="#">GXY970034-3717</a>	Rocket Roller - Orange In-ground 90cm Total CO <sub>2</sub> Emission 1,185.1 LB (1,185.1 LB/Pieces)	1 Pieces	8,080.00	15.00	6,868.00
					
US-KOMPAN-CUSTOM	Cableway Start Platform PCM114431-0901	2 Pieces	6,580.00	15.00	11,186.00
US-KOMPAN-CUSTOM	Double Zipline, Flat Space - M88102-3817 In-Ground 100cm	1 Pieces	30,300.00	15.00	25,755.00
<a href="#">TPP280026-0401</a>	Roller Ball Play Panel Alu. Version 800x595 mm.	1 Pieces	2,020.00	15.00	1,717.00
					
<a href="#">TPP280028-0401</a>	Kaleidoscope Alu. Version 800x595 mm.	1 Pieces	1,990.00	15.00	1,691.50
					
US-KMS-CUSTOM	Shark Climber - Coastal hardy 9700906	1 Pieces	57,200.00	20.00	45,760.00
<a href="#">M18110-12P</a>	Octopus Seesaw In-ground 60cm Total CO <sub>2</sub> Emission 1,087.8 LB (1,087.8 LB/Pieces)	1 Pieces	4,640.00	15.00	3,944.00
					
OME-2227575	PULLER COMPLETE	1 Pieces	918.00	15.00	780.30
KNS-CUSTOM	Martin The Mollusk Sensory Dome Domes&Arches 8500933	1 Pieces	218,783.00	20.00	175,026.40

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**Sales Proposal**

City of Ocean City  
Mike Rossbach  
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Quote No. SP164406-1  
Customer No. 161153  
Document Date 02/18/2026  
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Sales Representative John Marshall  
Email JohMar@Kompan.com

Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
CRP-DOME-CUSTOM	PLAYFAIR  Ocean Mini Dome 870854	1 Pieces	115,540.00	15.00	98,209.00
					
INSTALL SPECIAL	Installation of KOMPAN Equipment	1 Pieces	441,000.00	15.00	374,850.00
EXTRA SALES FREIGHT	Freight	1 Pieces	88,736.48		88,736.48
EXTRAS	Permits <u>Surfacing</u>	1 Pieces	4,600.00		4,600.00
US-PIP-CUSTOM MIX	Supply & Install of PIP Surfacing  Includes - Mix of 50/50 and 100% per design Freight Dumpster Security	23,588 Sq. Feet	32.57	15.00	653,021.99
US-CUSTOM-SUBBASE	Crushed Stone Subbase  Up to 4" inches compacted stone Compacted stone subbase with single layer of Filter Fabric <u>EXTRAS</u>	23,588 Sq. Feet	5.91	15.00	118,494.32

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### Sales Proposal

City of Ocean City  
 Mike Rossbach  
 861 Asbury Ave.  
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Quote No. SP164406-1  
 Customer No. 161153  
 Document Date 02/18/2026  
 Expiration Date 04/19/2026

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Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
EXTRAS	Payment & Performance Bonds	1 Pieces	49,089.50		49,089.50
	Please read attached General Assumptions and Exclusion document for information on Install/Sitework.  Excludes sitework, products, & services not listed.  Assumes site to be accessible & install ready.  Please allow 30 to 32 weeks for product delivery upon order placement.  Equipment is as per "Sandcastle Park" Site Plan version "K1.0" - dated 02/06/26				
FREIGHT	Freight	1 Pieces	88,818.38		88,818.38

Description	Qty	Retail Price	Discount	Net Price
No. of Products	37			
Subtotal - Products		1,217,691.00	226,052.80	991,638.20
Subtotal - Surfacing		907,666.24	136,149.93	771,516.31
Subtotal - Installation		441,000.00	66,150.00	374,850.00
Subtotal - Freight		177,554.86		177,554.86
<b>Total USD</b>				<b>2,369,248.87</b>

Business Agreement New Jersey Coop. Contract #16-FLEET-00125  
 Payment Terms Net 30 days

Installation Site Address  
 Sandcastle Ocean City NJ  
 300 34th St  
 Ocean City, NJ 08226

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788  
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SWIFT Code NDEAUS3N (Nordea Bank, NY | Bank Account No. USD 718 155 3001 | Routing No. 026010786)



### Sales Proposal

City of Ocean City  
 Mike Rossbach  
 861 Asbury Ave.  
 Ocean City, NJ 08226

Quote No. SP162893-5  
 Customer No. 161153  
 Document Date 02/18/2026  
 Expiration Date 04/19/2026

Sales Representative John Marshall  
 Email JohMar@Kompan.com

Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
	New Jersey State Contract #16-FLEET-00125 <b>Shades &amp; Installation</b>				
US-SHADE-CUSTOM	Full Cantilever Pyramid 6" recess, bolt down 10' x 10' x 10'	4 Pieces	8,556.92	10.00	30,804.91
US-SHADE-CUSTOM	Multi Sail Cluster 6" recess, bolt down -Sail 1 (22'9" x 31'6" x 23'2" x 47'3") (2) 14'6" height (2) 22'6" height -Sail 2 (23'2" x 28'1" x 42'8" x 44'3") (2) 10' height (2) 17' height -Sail 3 (20'11" x 28'1" x 42'8" x 31'4") (2) 10' height (2) 14'6" height -Sail 4 (28'2" x 31'4" x 32'6" x 33') (2) 13' height (2) 18' height -Sail 5 (26'2" x 27'2") (2) 12' height (2) 16' height -Sail 6 (27'3" x 44'3") (2) 12' height (2) 19' height	1 Pieces	169,740.00	10.00	152,766.00

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788  
 E-Mail Contact@KOMPAN.com | www.KOMPAN.us

SWIFT Code NDEAUS3N (Nordea Bank, NY | Bank Account No. USD 718 155 3001 | Routing No. 026010786)



### Sales Proposal

City of Ocean City  
 Mike Rossbach  
 861 Asbury Ave.  
 Ocean City, NJ 08226

Quote No. SP162893-5  
 Customer No. 161153  
 Document Date 02/18/2026  
 Expiration Date 04/19/2026

Sales Representative John Marshall  
 Email JohMar@Kompan.com

Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
US-SHADE-CUSTOM	Multi Sail Cluster 6" recess, bolt down -Sail 1 (32'5" x 36'8" x 39' x 41'7") (2) 13' height (2) 20' height -Sail 2 (19'5" x 39' x 35'6" x 41'1") (2) 13' height (2) 22' height -Sail 3 (30'2" x 32'2" x 31'3" x 40'1") (1) 10' height (1) 12' height (2) 16' height -Sail 4 (26'2" x 32'2" x 41'7" x 47'10") (2) 17' height (2) 25' height -Sail 5 (27'4" x 43'8" x 40'11" x 47'10") (2) 10' height (2) 18' height	1 Pieces	165,275.38	10.00	148,747.84
US-SHADE ESD	Shade Engineered Stamped Drawings	1 Pieces	8,230.77	10.00	7,407.69
EXTRA SALES FREIGHT	Freight for Shades	1 Pieces	8,539.00		8,539.00
INSTALL SPECIAL	Installation of Shades <b>EXTRAS</b>	1 Pieces	505,908.33	25.00	379,431.25
EXTRAS	Payment & Performance Bonds	1 Pieces	16,009.33		16,009.33

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow 6 to 9 weeks for product delivery upon order placement.

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788  
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### Sales Proposal

City of Ocean City  
Mike Rossbach  
861 Asbury Ave.  
Ocean City, NJ 08226

Quote No. SP162893-5  
Customer No. 161153  
Document Date 02/18/2026  
Expiration Date 04/19/2026

Sales Representative John Marshall  
Email JohMar@Kompan.com

Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
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Description	Qty	Retail Price	Discount	Net Price
No. of Products	7			
Subtotal - Products		377,473.83	37,747.39	339,726.44
Subtotal - Installation		505,908.33	126,477.08	379,431.25
Subtotal - Freight		8,539.00		8,539.00
<b>Total USD</b>				<b>743,706.02</b>

Business Agreement New Jersey Coop. Contract #16-FLEET-00125  
Payment Terms Net 30 days

Installation Site Address  
Sandcastle Ocean City NJ  
300 34th St  
Ocean City, NJ 08226

**Sales Proposal**

City of Ocean City  
Mike Rossbach  
861 Asbury Ave.  
Ocean City, NJ 08226

Quote No. SP164305-7  
Customer No. 161153  
Document Date 02/18/2026  
Expiration Date 04/19/2026

Sales Representative John Marshall  
Email JohMar@Kompan.com

Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	NJ OR BERGEN Equipment					
<a href="#">TPP29540-0021</a>	LOOP CONE, RED RAL3020 RECYCLED, NO BRACKETS INCLUDED	21	Pieces	1,600.00	15.00	28,560.00
						
<a href="#">TPP29500-0021</a>	LOOP CIRCLE, RED RAL3020 RECYCLED, NO BRACKETS INCLUDED	11	Pieces	2,210.00	15.00	20,663.50
						
<a href="#">TPP29506-0021</a>	LOOP TABLE, RED RAL3020 INGROUND, NO BRACKETS NEEDED	3	Pieces	820.00	15.00	2,091.00
						
<a href="#">TPP29670-0008</a>	Lava, Blue Notte Ral 5003 No Bracket - Included	2	Pieces	3,320.00	15.00	5,644.00
						
TPP29062	Loop Bracket B3, Surface, Hdg F. Loop - Corner	39	Pieces	50.00	15.00	1,657.50
TPP29307	Loop Bracket B11, Surface, Hdg F. Loop Cone Small - End	63	Pieces	30.00	15.00	1,606.50
PAR4075-0002	Agora Picnic Table - Blue + Black Freestanding Total CO <sub>2</sub> Emission 6,989.3 LB (1,164.9 LB/Pieces)	6	Pieces	5,490.00	15.00	27,999.00
						

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788  
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SWIFT Code NDEAUS3N (Nordea Bank, NY) | Bank Account No. USD 718 155 3001 | Routing No. 026010786

City of Ocean City  
Mike Rossbach  
861 Asbury Ave.  
Ocean City, NJ 08226

**Sales Proposal**

Quote No. SP164305-7  
Customer No. 161153  
Document Date 02/18/2026  
Expiration Date 04/19/2026

Sales Representative John Marshall  
Email JohMar@Kompan.com

Project Name US334904 Ocean City NJ Sand Castle

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>PAR4081-0009</u> 	Agora Picnic Mini - Lime + Moss Green Freestanding Total CO <sub>2</sub> Emission 1,144.3 LB (572.2 LB/Pieces)	2 Pieces	3,240.00	15.00	5,508.00
<u>PAR4051-0627</u> 	Agora Bench & Backrest, Blue - Thermo Ash In-ground 60cm FSC 100%. PBN-COC-012992 Total CO <sub>2</sub> Emission 2,833.2 LB (188.9 LB/Pieces)	15 Pieces	1,890.00	15.00	24,097.50
INSTALL SPECIAL	Installation of Site Furnishings	1 Pieces	25,000.00	15.00	21,250.00
FREIGHT	Freight <b>EXTRAS</b>	1 Pieces	8,322.30		8,322.30
EXTRAS	Payment & Performance Bonds	1 Pieces	3,242.78		3,242.78

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow 9 to 12 weeks for product delivery upon order placement.

Equipment is as per "Sandcastle Park" Site Plan version "K1.1" - dated 02/16/26

Description	Qty	Retail Price	Discount	Net Price
No. of Products	162			
Subtotal - Products		138,620.00	20,793.00	117,827.00
Subtotal - Installation		25,000.00	3,750.00	21,250.00
Subtotal - Freight		8,322.30		8,322.30

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788  
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### Sales Proposal

City of Ocean City  
Mike Rossbach  
861 Asbury Ave.  
Ocean City, NJ 08226

Quote No. SP164305-7  
Customer No. 161153  
Document Date 02/18/2026  
Expiration Date 04/19/2026

Sales Representative John Marshall  
Email JohMar@Kompan.com

Project Name US334904 Ocean City NJ Sand Castle

**Total USD 150,642.08**

Business Agreement New Jersey Coop. Contract #16-FLEET-00125  
Payment Terms Net 30 days

Installation Site Address  
Sandcastle Ocean City NJ  
300 34th St  
Ocean City, NJ 08226

**Total Playground Equipment**

Install Equipment	\$374,850.00
Equipment	\$991,638.20
Freight	\$88,736.48
Permits	\$4,600.00

**Surfacing**

Supply/Install PIP	\$653,021.99
Stone Base	\$118,494.32
Freight	\$88,818
Bonds	\$49,089.50
	<u>\$2,369,248.87</u>

**Shades**

Equipment	\$339,726.44
Freight	\$8,539.00
Install	\$379,431.25
Bonds	\$16,009.33
	<u>\$743,706.02</u>

**Benches & Tables**

Install	\$21,250.00
Freight	\$8,322.30
Bonds	\$3,242.78
Equipment	\$117,827.00
	<u>\$150,642.08</u>

**\$3,263,596.97**

Freight Total	\$194,416.16
Bonds Total	\$68,341.61
Supply/Install Playground Surfacing	\$771,516.31
Supply/Install Playground Equipment	\$1,366,488.20
Shade Supply & Install	\$719,157.69
Supply & Install Benches & Tables	\$139,077.00
Permits	\$4,600.00
	<u>\$3,263,596.97</u>

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-63**

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT  
TO USA ENVIRONMENTAL MANAGEMENT, INC. FOR A PRE-DEMOLITION  
ASBESTOS ASSESSMENT OF THE OCEAN CITY PUBLIC SAFETY BUILDING**

**WHEREAS**, the City of Ocean City requires certain professional environmental consulting services for a pre-demolition asbestos assessment of the Ocean City Public Safety Building; and,

**WHEREAS**, USA Environmental Management, Inc. have performed these duties in the past and is determined to have the necessary expertise to continue to perform said services; and,

**WHEREAS**, a contract for professional environmental Services with USA Environmental Management, Inc. may be entered into without competitive bidding pursuant to N.J.S.A. 40a:11-5(1)(a)(i); and,

**WHEREAS**, the contract with USA Environmental Management, Inc. is being awarded through an alternative, non-advertised process pursuant to N.J.S.A. 19:44A-20.5; and,

**WHEREAS**, USA Environmental Management, Inc. has been advised that this award does not guarantee that the services described will be required during the contract period and are subject to the actual need as established by City Council, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for City Council prior to the issuance of a purchase order therefor; and

**WHEREAS**, USA Environmental Management, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that USA Environmental Management, Inc. has not made any contribution to a political or candidate committee for an elected office in the City of Ocean City, NJ in the previous one (1) year period, and that the contract will prohibit USA Environmental Management, Inc. from making any contributions through the term of the contract; and

**WHEREAS**, George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach, Jr. QPA, City Purchasing Manager, have reviewed all terms and conditions of the contract and recommend award of a professional services contract to USA Environmental Management, Inc. for a pre-demolition asbestos assessment of the Ocean City Public Safety Building; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional services contract to **USA Environmental Management, Inc., 344 West State Street, Trenton, NJ 08618** as follows:

**Professional Service Contract**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Total Amount</u></b>
1.	Project Manager, Eight (8) Hours @ \$120.00/Hour.....	\$960.00
2.	USEPA, Asbestos Building Inspector, Twelve (12) Shifts @ \$760.00/Shift...	\$9,120.00
3.	Industrial Hygiene Technician, Two (2) Shifts @ \$680.00/Shift.....	\$1,360.00
4.	CAD Technician, Eight (8) Hours @ \$65.00/Hours.....	\$520.00
5.	Asbestos Bulk Sample Analysis, via PLM, 330 Samples @ \$23.00/Sample...	\$7,590.00
6.	Asbestos Bulk Sample Analysis, via TEM, 110 Samples @ \$85.00/Sample...	\$9,350.00
7.	Exploratory (Coring) Sub-Contractor.....	\$5,800.00
8.	Sampling Disposable, Four (4) Units @ 75.00/Unit.....	\$300.00
9.	Assessment Reporting.....	\$2,800.00
<b>Total Estimated Contract Cost for Items 1-9.....</b>		<b>\$37,800.00</b>

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

No. 26-63

**Professional Service Contract (Continued)**

10. The term of this contract shall be in effect until the completion of work
11. A copy of the Pay-to-Play Certification and the Business Registration Certification (BRC) has been submitted and shall be placed on file in the City's Purchasing Division Office.
12. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with USA Environmental Management, Inc. for a pre-demolition asbestos assessment of the Ocean City Public Safety Building as listed in accordance with this resolution and contract.

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2026 Local Municipal Budget and shall be charged to Capital Account #C-04-55-327-010.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CFO  
Director of Financial Management

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RPS 2026 USA Enviro Asbestos Report.docx

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk



**USA Environmental Management, Inc.**  
**Environmental ♦ Engineering ♦ Construction**

February 3, 2026

Vince Bekier  
Director of Capital Programs, Project Management, & Engineering  
City of Ocean City  
861 Asbury Avenue  
City of Ocean City, New Jersey 08226

Re: Proposal for a Pre-Demolition Asbestos Assessment  
835 Central Avenue  
(Block 805, Lot 6)  
Ocean City, Cape May County, New Jersey 08226

Dear Mr. Bekier:

USA Environmental Management, Inc. (USAEMI) is pleased to provide the City of Ocean City with this cost proposal for professional environmental consulting services, including a pre-demolition asbestos assessment and reporting associated with the building/structure located at 835 Central Avenue, City of Ocean City, New Jersey. The intent of the assessment is to determine the presence or absence of asbestos at the two properties. These services are brought about by the planned demolition of the buildings.

***ASBESTOS SITE ASSESSMENT***

USAEMI will initiate Asbestos Site Assessments (pre-demolition) of the referenced structures. USAEMI intends to utilize the United States Environmental Protection Agency (USEPA), Asbestos Hazard Emergency Response Act (AHERA) sampling protocols to refute or verify the presence of Asbestos-Containing Building Materials (ACBM) throughout the spaces.

The assessment will be performed on a room-by-room and material-by-material basis, quantifying all accessible confirmed and assumed Asbestos-Containing Materials (ACM) noted within spaces. At the completion of the assessments, USAEMI will prepare a comprehensive report incorporating a series of database tables as follows:

<b><i>Assessment Report</i></b>	A form, which denotes material location, quantity, and condition on a room-by-room basis.
<b><i>Summary of Materials</i></b>	A cross-reference form identifying material designations and the asbestos content.
<b><i>Summary of Rooms</i></b>	A cross-reference form identifying room designations.

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USA Environmental Management, Inc.  
Branch Office: 344 West State Street, Trenton, New Jersey 08618  
Voice: 609.656.8101 Fax: 609.656.8103 [www.usaemi.com](http://www.usaemi.com)



***Homogeneous Materials Report***

A form which identifies the homogeneous material, the material location, the total amounts, amount of damage and the asbestos content.

All the data tables will be included within the attached appendices of the assessment report(s). USAEMI will incorporate a copy of the site floor plans that demarcate our numbering system for the various spaces within the portions of the structures assessed.

USAEMI will collect the necessary number of bulk samples to properly identify ACBM and record each sampling location on the floor plan. This information will be included in the report. All samples collected shall be taken in accordance with 40 CFR, Part 763, the Federal Government's AHERA regulation.

***Sample Collection Protocol***

Thermal System Insulation<sup>1</sup>:

- Three (3) Samples per Homogenous Material

Surfacing Materials<sup>2</sup>:

- Three (3) Samples per Homogenous Material, 1 SF – 1,000 SF
- Five (5) Samples per Homogenous Material, 1,001 SF – 5,000 SF
- Seven (7) Samples per Homogenous Material, 5,001 SF – Above

Miscellaneous Materials:

- Two (2) Samples per Homogeneous Material

Sampling shall be performed utilizing approved wet methods. Equipment used during the survey shall be properly decontaminated at the completion of extracting each sample, eliminating the potential for any cross-contamination of samples. In addition, all samples will be given a homogeneous area sampling identification number. Each sample number will be unique to the structure, floor, material, and area sampled. All samples from the structure shall be logged and tracked utilizing appropriate chain of custody/bulk sampling forms.

Limited destructive/exploratory sampling will take place. It should be noted that non-observable, limited by access, or obstructed asbestos-containing materials may exist in the structure(s). USAEMI will conduct a thorough assessment of the structure(s) for all accessible suspected asbestos materials. In addition, USAEMI's subcontractor will conduct destructive/exploratory sampling of areas where suspect asbestos materials are commonly concealed, such as wet walls and concrete slabs.

Bulk samples collected shall be analyzed in accordance with the USEPA's 40 CFR, Part 763, Polarized Light Microscopy (PLM) analytical protocol. This includes the utilization of point count methodology for samples yielding asbestos levels less than 10% by weight. In addition to

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<sup>1</sup> TSI: Pipe Insulation, Boiler Insulation, Breeching Insulation, Tank Insulation, etc.

<sup>2</sup> Surfacing: Fire-Proofing, Plaster typically two (2) homogenous materials per material, scratch coat and finish coat



the PLM analytical protocol, Transmission Electron Microscopy (TEM) will be utilized for non-friable organically bound samples (floor tile, mastics, caulks, etc.) when “none detected” or less than 1% asbestos results were reported via PLM.

**COST ESTIMATE**

**Pre-Demolition Asbestos Assessment & Reporting**

• Project Manager, Eight (8) Hours @ \$120.00/Hour .....	\$ 960.00
• USEPA, Asbestos Building Inspector, Twelve (12) Shifts @ \$760.00/Shift .....	\$ 9,120.00
• Industrial Hygiene Technician, Two (2) Shifts @ \$680.00/Shift .....	\$ 1,360.00
• CAD Technician, Eight (8) Hours @ \$65.00/Hours .....	\$ 520.00
• Asbestos Bulk Sample Analysis, via PLM, 330 Samples @ \$23.00/Sample .....	\$ 7,590.00
• Asbestos Bulk Sample Analysis, via TEM, 110 Samples @ \$85.00/Sample .....	\$ 9,350.00
• Exploratory (Coring) Sub-Contractor .....	\$ 5,800.00
• Sampling Disposable, Four (4) Units @ 75.00/Unit .....	\$ 300.00
• Assessment Reporting .....	\$ 2,800.00
<b><i>Estimated Total</i> .....</b>	<b><i>\$37,800.00</i></b>

*Note: The number of anticipated bulk samples is based on surveys of similar size and construction periods, as well as a site walkthrough conducted on January 29<sup>th</sup>, 2026. If additional analysis is required to meet the intent of the project, the Client will be notified in writing, and additional analysis will not proceed until USAEMI receives written approval from the Client.*

**Conditions/Schedule:**

1. USAEMI will only invoice for units used/expended.
2. Turnaround-Time(s) for sample analysis:
  - a. PLMs 1-Day; and
  - b. TEMs 1-Day after receipt of PLM results;
3. As discussed with the Client, the Second Floor, Third Floor, and Attic will be surveyed the week of February 9<sup>th</sup> & the First Floor, will be surveyed the week of March 2<sup>nd</sup>.
4. City of Ocean City will provide high-reach access, if necessary.

USAEMI appreciates the opportunity to submit this proposal and looks forward to working closely with the City of Ocean City on this and any other environmental service required. Acceptance of this proposal will be indicated by the return to USAEMI of a full copy of this proposal, with the client acceptance form (attached) completed and signed by the client or the Client’s representative. If you have any questions or require additional information on this or other projects, please do not hesitate to contact me.

Respectfully submitted,

**USA ENVIRONMENTAL MANAGEMENT, INC.**



City of Ocean City  
Proposal – Pre-Demolition Asbestos Assessment  
835 Central Avenue, City of Ocean City, New Jersey  
Proposal Date: February 3, 2026

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Mathieu Chapuis, Project Manager

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USA Environmental Management, Inc.  
Branch Office: 344 West State Street, Trenton, New Jersey 08618  
Voice: 609.656.8101 Fax: 609.656.8103 [www.usaemi.com](http://www.usaemi.com)



## TERMS AND CONDITIONS

**PAYMENT** - Client will pay USA Environmental Management, Inc. (USA), for services and expenses in accordance with the Contract Documents. Unless otherwise provided, sales or other taxes are not included in the prices for services and will be added to payments due USA. USA will submit progress invoices to Client together with any reasonable supporting documentation requested by Client and a final invoice upon completion of its services. Each invoice, on presentation, is due and payable by Client. Invoices are past due after 30 days. Past due amounts are subject to a charge on the outstanding balance of the lesser of one and one-half percent per month or part thereof (18 percent per annum) or the maximum permissible by law. Client agrees to pay USA's attorney's fees, interest, and all other costs incurred in collecting past due amounts. Unless otherwise agreed, USA shall be paid in full at the contract rates for any additional services performed at Client's request in excess of those stated in this Agreement. The Client's obligation to pay for the Services contracted for is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of a project. The Client shall remain obligated to pay USA for the services although the test results or report produced by USA may contain conclusions unfavorable to the Client's interests.

**SUBPOENAS** - The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by USA to subpoenas issued by any party other than USA in conjunction with work performed under this contract. Changes are based on fee schedules in effect at the time the subpoena is served. USA's employees shall not be retained as expert witnesses except by separate, written agreement.

**STANDARD OF CARE, WARRANTY DISCLAIMER AND LIABILITY LIMITS** - USA represents that it will perform services for Client using that degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services under similar conditions in the same locality as the site(s). USA's liability, if any, shall be limited to injury or loss caused by its negligence.

No warranty, express or implied, including warranty of merchantability or fitness for a particular purpose, is made or intended by the proposal or by any representations made regarding the services included in this agreement. In no event shall USA Environmental Management, Inc. be liable for any special, indirect, incidental or consequential loss or damages.

The Client acknowledges that USA has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site, and USA's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to, contamination by, or the presence of such substances or conditions. Accordingly, the Client waives any claim against and agrees to indemnify and save USA, its agents, and employees harmless to the extent allowed by law from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party, including the United States, from such exposures or from the presence of any such substance or condition at a site, allegedly arising out of or related to USA's performance of services hereunder.

USA Environmental Management, Inc., is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence.

USA's LIABILITY SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED OR EXTEND TO CLAIMS BEYOND ITS FEE FOR THE SERVICES RENDERED, AND CLIENT AGREES TO INDEMNIFY AND DEFEND USA AGAINST CLAIMS OR LOSSES IN EXCESS OR OUTSIDE OF THESE LIMITS.

**LIMITATIONS OF METHOD RELIABILITY** - The Client recognizes and agrees that all testing and remediation methods have reliability limitations and that no method nor number of sampling locations can guarantee that a hazard will be discovered if contamination or other evidence of the hazard is not encountered within the performance of the services as authorized. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency and other service variables selected by the Client and that factors other than reliability, including cost, have been considered in the Client's selection of services. Certain methods, although having inherent reliability limitations, are nevertheless selected for certain applications because of the relatively high level of reliability achieved at minimal cost. Client agrees that he has knowledgeably accepted these limitations and that USA shall be considered to be at fault (but not necessarily liable) only to the extent that the services selected by the Client are negligently performed.

**CLAIMS** - Client agrees to pay USA's costs (including attorney's fees) of defending itself against any claims Client, a regulatory agency or a third party makes against USA related to the services that are not adjudicated to be valid.



**INSURANCE** - USA maintains at its expense the following insurance subject to normal industry exclusions: (1) Workers' Compensation insurance for statutory obligations imposed by Workers' Compensation or occupational disease laws; (2) Comprehensive Automobile Liability Insurance with aggregate limits of \$1,000,000.00. (3) General Liability Insurance with aggregate limits of \$1,000,000.00. (4) Professional Errors and Omissions and Pollution Liability with aggregate limits of \$4,000,000.00. Certificates of insurance will be provided upon request.

**SCHEDULING OF WORK** - The services set forth in USA's proposal and USA personnel at the prices quoted will accomplish Client's acceptance in a timely, workmanlike and professional manner. If USA is required to delay commencement of the work or if, upon embarking upon its work, USA is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of USA, additional charges will be applicable and payable by Client.

**ACCESS TO SITE** - Client will arrange and provide access to each building in which it will be necessary for USA to perform its work. In the event work is required in any building not owned by Client, Client warrants to USA that Client has obtained all necessary permissions for USA to enter the building and conduct its work. Client shall, upon request, provide USA with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such building(s) in form acceptable to USA. USA shall have no responsibility to inform anyone other than the Client of its findings but shall not be deemed negligent or in breach of this agreement if it does so.

**DAMAGE** - USA shall take reasonable measures and precautions to minimize disturbing building materials from which samples are taken; however, repair or abatement of asbestos-containing materials or lead-based paints has not been included in its fees and will not be provided. The Client agrees to provide a properly equipped maintenance person, or a contractor qualified to make such repairs as in Client's judgment are warranted by the sampling techniques used by USA under the circumstances. In the event that a maintenance person or contractor is not provided at the time of USA's taking samples, Client agrees that USA may remove such cuts, chips, or cores, as USA deems appropriate to adequately perform its work.

**TERMINATION** - Either party upon seven days' prior written notice may terminate This Agreement. In the event of termination, Client shall compensate USA for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place USA's files in order and/or protect its professional reputation.

**OWNERSHIP OF DOCUMENTS** - It is acknowledged and agreed that any reports, plans and specifications prepared by USA pursuant to this agreement are instruments of professional service intended for onetime use on this project only. Nevertheless, the documents shall become the property of the Owner. In consideration thereof, the Owner agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising out of the modification, misinterpretation, or misuse of the reports, plans and specifications in the completion of this project by others, or arising out of any reuse of the reports, plans and specifications on any other project, excepting only those liabilities, losses, damages, and costs caused by the sole negligence of USA.

**HAZARDOUS MATERIALS** - Nothing contained within this agreement shall be construed or interpreted as requiring USA to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**PROVISIONS SEVERABLE** - In the event, any provision of these TERMS AND CONDITIONS should be found to be unenforceable, it shall be stricken, and the remaining provisions shall be enforceable.



***PROPOSAL ACCEPTANCE AND AGREEMENT***

YOUR SIGNATURE INDICATES ACCEPTANCE OF THE PROPOSAL REFERENCED ABOVE, THE CONTRACT DOCUMENTS, AND THE TERMS AND CONDITIONS UNLESS EXPRESSLY MODIFIED IN WRITING.

Proposal: Pre-Demolition Asbestos Assessment  
835 Central Avenue  
(Block 805, Lot 6)  
City of Salem, Salem County, New Jersey

Proposal Date: February 3, 2026

Client: City of Ocean City.  
861 Asbury Avenue  
City of Ocean City, New Jersey 08226

For: **City of Ocean City**

By:

Signature: \_\_\_\_\_

Name: (please print) \_\_\_\_\_

Title: (please print) \_\_\_\_\_

For: **USA Environmental Management, Inc.**

By:

Signature: \_\_\_\_\_

Name: (please print) Mathieu Chapuis

Title: (please print) Project Manager

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-64

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT  
TO WILLIAM MCLEES ARCHITECTURE FOR THE DESIGN OF A NEW PUBLIC  
SAFETY BUILDING AT 835 CENTRAL AVENUE**

**WHEREAS**, the City of Ocean City requires certain professional architectural services for the design of a new Public Safety Building; and,

**WHEREAS**, William McLees Architectural have performed these duties in the past and is determined to have the necessary expertise to continue to perform said services; and,

**WHEREAS**, a contract for professional environmental Services with William McLees Architectural may be entered into without competitive bidding pursuant to N.J.S.A. 40a:11-5(1)(a)(i); and,

**WHEREAS**, the contract with William McLees Architectural is being awarded through an alternative, non-advertised process pursuant to N.J.S.A. 19:44A-20.5; and,

**WHEREAS**, William McLees Architectural has been advised that this award does not guarantee that the services described will be required during the contract period and are subject to the actual need as established by City Council, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for City Council prior to the issuance of a purchase order therefor; and,

**WHEREAS**, William McLees Architectural has completed and submitted a Business Entity Disclosure Certification which certifies that William McLees Architectural has not made any contribution to a political or candidate committee for an elected office in the City of Ocean City, NJ in the previous one (1) year period, and that the contract will prohibit William McLees Architectural from making any contributions through the term of the contract; and,

**WHEREAS**, George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach, Jr. QPA, City Purchasing Manager, have reviewed all terms and conditions of the contract and recommend award of a professional services contract to William McLees Architectural for the design of a new Public Safety Building; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional services contract to **William McLees Architectural, 344 West State Street, Trenton, NJ 08618** as follows:

**Professional Service Contract**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Total Amount</u></b>
1.	Schematic Design.....	\$178,500.00
2.	Design Development.....	\$208,875.00
3.	Construction Documents.....	\$550,775.00
4.	Bid Assistance.....	\$39,250.00
5.	Reimbursable Expenses.....	\$15,000.00
<b>Total Contract Cost for Items 1-5.....</b>		<b>\$992,400.00</b>

6. The term of this contract shall be in effect until the completion of work
7. A copy of the Pay-to-Play Certification and the Business Registration Certification (BRC) has been submitted and shall be placed on file in the City's Purchasing Division Office.
8. A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-64**

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with William McLees Architectural for the design of a new Public Safety Building as listed in accordance with this resolution and contract.

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2026 Local Municipal Budget and shall be charged to Capital Account #C-04-55-331-201.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CFO  
Director of Financial Management

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RPS 2026 McLees P.S. Building Design.docx

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk



**william mclees**  
architecture

January 20, 2026

Mr. Jay Gillian  
Mayor  
City of Ocean City  
9<sup>th</sup> Street  
Ocean City, NJ 08226

**RE: Proposal for New Public Safety Building- 835 Central**

Dear Mayor Gillian:

Enclosed please find our final Schematic Design set of the proposed new Public Safety Building for the above mentioned location. The following represents the culmination of several months of combined efforts of our team as well as that of the City's representatives to define the Department's needs and respond with a creative, measured design solution to the new building program. The following schematic design solution contemplates an informed solution which will allow the facility to serve the City of Ocean City for decades to come. We have also included our comprehensive design services fee proposal for the continued services to partner with the City on the successful completion of this endeavor.

Allow me to thank you on behalf of our design team for the opportunity to work with you on this critically important component for the City's operations. We look forward to continuing to work with you on this project and welcome any questions the Administration or governing body might have.

Regards,

William C. McLees, AIA, LEED AP  
principal  
**william mclees** architecture

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5 MacArthur Blvd  
Somers Point, NJ 08244  
www.wmarch.net

## 1. Comprehensive Design Fee Proposal

### 1.1 Project Summary & Scope of Work

The work includes the design of a new Public Safety Facility approximately 27,000 square feet in area over four stories situated at 835 Central Avenue. The program shall be as included in Appendix 'B' herein.

### 1.2 Professional Services

#### 1.2.1 Schematic Design

The architect shall review the program, budget, and other pertinent information supplied by the Owner and shall review laws, codes and regulations as they may apply to the project scope. The architect shall prepare a preliminary evaluation of the aforementioned project information, each in terms of the other, and will identify any potential conflicts and/or additional services which may be required for the successful completion of the Work.

Based on the project information as provided by the Owner, the Architect will prepare and submit for Owner's review preliminary project design solution alternatives, illustrating the scale and relationship of the project components.

Based on the Owner's comments and input, the Architect shall prepare schematic design documents of the project solution, including (as may be applicable), floor plans and preliminary ceiling plans as well as design study sketches and renderings as the Architect deems appropriate to convey the design solution. The design solution will be refined through consecutive meetings with the Owner and Owners Agents.

The Architect will prepare preliminary building envelope designs, generally describing the wall, roof and thermal envelope requirements necessary for pricing.

The Architect will prepare a Basis of Design narrative, giving general parameters for the interior building environment design, including interior finish materials, floor surfaces, door/window information and specification of major building elements, such as elevators, modular detention units, etc.

The Architect will consider and incorporate environmentally-sensitive solutions to project orientation, components, systems, and materials as may be practical without substantial impact to the project budget.

At the completion of the Schematic Design phase, the Architect will provide the Owner with the schematic design set and the Architect's budget for the cost of the Work.

The completion schematic design solution will be prepared and presented to the municipal Planning board for a courtesy review.

### **1.2.2 Design Development**

Upon Owner Approval of the Schematic Design set, the Architect will proceed with design development documents.

Space allocations will be identified and located in the project design solution.

Reflected ceiling plans will be developed to convey the nature and type of ceiling systems in each area.

Interior design solutions will be explored for units and common areas for review by Owner via interior finish board presentations and material specifications

Building Systems will be integrated into the architectural design solution for structural frame, mechanical systems, plumbing systems and electrical systems.

Materials and building components will be selected and documented within the plans.

An outline specifications will be prepared for the project for the Owner's review.

At the completion of the design development phase, the design development set, outline specifications and Architect's budget for the Cost of the Work will be submitted to the owner for review and approval.

### **1.2.3 Construction Documents**

The Architect will visit, measure and verify the existing conditions at the property. The as built conditions will be coordinated with the schematic design set.

Construction documents for permit will be prepared and shall illustrate and describe the further development of the design drawings and shall consist of drawings and specifications setting forth in detail the quality levels of materials, systems and other requirements for the construction of the project scope.

The Architect shall incorporate laws, codes and regulations having jurisdiction into the construction documents.

The Owner and Architect acknowledge that in order to complete the work, the Contractor will be required to provide additional information, such as project data, submittals and shop drawings submitted for the Architect's approval.

**1.2.4 Bid Assistance**

The Architect will assist the Owner in the procurement of the Work, including coordinating with the Owner's Contractor on pricing, advising on the bidding process, scope and form of the bid documents and general and supplementary conditions of the Contract for Construction.

The Architect will review and respond to questions during the bid period and issue any addenda or clarifications which may be required to more clearly define the work.

Upon receipt of bids, the Architect will review the bids and assist the Owner in Contractor selection.

**1.3 Compensation, Terms & Conditions**

**1.3.1 Fee Schedule**

For the above mentioned scope of work, **william mclees** architecture proposes a fixed fee allocated as follows:

835 CENTRAL NEW CONSTR

	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID ASSISTANCE	SUBTOTAL
ARCHITECTURE	\$32,000	\$95,000	\$363,500	\$25,000	\$515,500
INTERIOR DESIGN	\$0	\$12,250	\$21,000	\$1,750	\$35,000
SURVEY/CIVIL/LANDSCAPE	\$44,500	\$0	\$4,400	\$0	\$48,900
GEOTECHNICAL	\$13,000	\$0	\$0	\$0	\$13,000
STRUCTURAL ENGINEER	\$13,000	\$16,000	\$26,000	\$1,000	\$56,000
MECHANICAL, PLUMBING, FIRE, ELECTRICAL ENGINEERS	\$62,500	\$78,125	\$109,375	\$9,000	\$259,000
LOW VOLTAGE/IT CONSULT	\$13,500	\$7,500	\$26,500	\$2,500	\$50,000
SUBTOTAL	\$178,500	\$208,875	\$550,775	\$39,250	\$977,400
REIMBURSABLE EXPENSES					\$15,000
TOTAL					\$992,400

Construction phase administration services shall be provided under separate proposal.



This proposal is valid for a period of 90 days beyond the date of the proposal. Work may begin immediately upon a signed copy of this proposal.

### **1.3.2 Reimbursable Expenses**

Reimbursable expenses shall be at a rate of 1.1 times direct expense and shall not exceed amounts as noted above. Reimbursable expenses may include the following:

- Printing and Postage costs
- Photocopies
- Computer-generated renderings/animation
- Subconsultants scope of work

### **1.3.3 Exceptions**

The following items and services are excluded from this proposal:

- Low voltage system design and specification
- Critical Path sequencing and scheduling
- Construction cost estimating
- The Architect is not responsible for additional work associated with modifications to plans as a result of rejection of any variances or variations.
- Hazardous materials investigation and/or removal.
- Operating/lifecycle cost analysis
- Value-Engineering plan revisions after completion of construction documents.





**william mclees**  
architecture

January 20, 2026

**1.4 Appendix 'A'**

**WILLIAM MCLEES ARCHITECTURE 2024 HOURLY RATES SCHEDULE**

<u>POSITION</u>	<u>RATE</u>
Principal.....	\$285
Project Architect.....	\$175
Project Manager.....	\$150
Designer.....	\$100
CAD/BIM Technician.....	\$ 90
Intern.....	\$ 75
Clerical/Administrative.....	\$ 50

## 1.5 Appendix 'B' - Terms and Conditions

- 8.3.1 This proposal is non-transferable and is valid for 45 calendar days from the date of the proposal. Once expired, **william mclees architecture (WMA)** reserves the right to revise the proposal accordingly to reflect changing staffing and schedule demands.
- 8.3.2 Unless indicated otherwise in this proposal, design services shall commence within (5) days after receipt of: An original signed copy of this proposal or a Written Notice to Proceed, AND a check in the amount of the retainer noted above.
- 8.3.3 Unless indicated otherwise in this proposal, payments shall be invoiced monthly through the course of the Work. Payment on invoices shall be due upon receipt of the invoice. Invoices in excess of 30 days may be subject to a late penalty of 1½% per month, or a maximum of 18% per annum.
- 8.3.4 The Architect reserves the right to cease services for lack of payment for accounts in excess of 90 days, with (5) days prior written notice to the Owner.
- 8.3.5 Either party may terminate this Agreement with (5) days prior notice. Architect shall be due payment for all services and reimbursable expenses complete or in progress up to and including the date of termination. The Architect reserves the right to withhold the products of services related to this Agreement until receipt of final payment.
- 8.3.6 Any areas of Work requested by the Owner which are not included in this proposal. If such Work is requested by the Owner, The Architect will identify the Work to the Owner and prepare a proposal for services for Owner approval prior to commencement of the Additional Services.
- 8.3.7 Owner and Architect acknowledge that project timing as represented herein is preliminary and approximate in nature and may materially change during the course of the project development.
- 8.3.8 **INSURANCE:** WMA shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect WMA from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of WMA's services under this Agreement, and from claims under the Workers' Compensation Acts. WMA shall, if requested in writing, provide certificates confirming such insurance to CLIENT.
- 8.3.9 **INDEMNIFICATIONS:** WMA agrees to indemnify CLIENT for damages arising out of the performance of services under this Agreement, but solely to the extent directly caused by WMA's negligent acts, errors or omissions.
- 8.3.10 **LIMITATION OF LIABILITY:** WMA and CLIENT agree that, to the fullest extent permitted by law, the total liability, in the aggregate, of WMA, its consultants and their agents, servants and/or employees, for all injuries, claimed, including damages to the Project itself (losses, expenses or claims whatsoever related to services provided by WMA or its consultants under this Agreement, including but not limited to negligence, errors or omissions, strict liability, breach of contract or any claim whatsoever) shall not exceed the lesser amount of either five times the fees paid or due WMA under this Agreement, or the total amount of any available professional liability insurance for the WMA at the time that the claim is resolved either by settlement, arbitration award or final judgment. CLIENT shall require the same limitation from the Owner. Any errors or omissions from our design documents will be corrected as revisions to the documents. WMA shall not be liable for any additional project costs incurred as a result of these omissions. Any additional work that is required as a result of local code official preferences that is not clearly defined by the applicable codes

- shall not be considered a negligent act, error or omission, and may result in additional design fees for revisions. **WMA** shall not [a] be responsible for any acts or omissions of any **Contractor** or any entity performing any portions of the **Project** work, including their agents or employees, [b] nor be responsible for any **Contractors'** failure to perform their work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations
- 8.3.11 PROTOTYPE DESIGN LIMITATION OF LIABILITY:** If provided in the **Proposal**., **CLIENT** may reuse the **Documents** prepared by **WMA** under this **Agreement** at other sites. In recognition of the risks to **WMA**, if **CLIENT** decides that **WMA** not provide construction phase services with any reuse, **CLIENT** waives all claims against **WMA** that might be contributed to or caused in any way by the reuse of **WMA's Documents** or by **WMA's** exclusion from the construction phase, and **CLIENT** must obtain the Owner's agreement in writing to the same waiver otherwise the Documents may not be used in any way.
- 8.3.12 CHANGE OF SCOPE:** If, during the term of this **Agreement**, circumstances or conditions that were not originally contemplated by or known to **WMA** are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this **Agreement**, **WMA** may call for renegotiation of appropriate portions of this **Agreement**. **WMA** shall notify **CLIENT** of the circumstances or conditions necessitating renegotiation, and **WMA** and **CLIENT** shall promptly and in good faith enter into renegotiation of this **Agreement** to address the issues. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this **Agreement**, in accordance with the Termination provision hereof.
- 8.3.13 TERMINATION:** If either **CLIENT** or **WMA** desires to terminate this **Agreement** pursuant to or based upon reasons or provisions set forth in either the **Proposal** or these Terms and Conditions (Exhibit A), or as a result of any material breach of this **Agreement**, then said party shall furnish written notice to the other party specifying, in detail, the reasons for such termination. Further, that notice shall give the other party seven (7) days in which to either [a] cure any basis for such termination or [b] provide for and start to implement a course of action that shall reasonably eliminate and cure the basis for such threatened termination. If such cure causes increased costs to the party issuing the termination notice, a reasonable procedure to compensate the injured party for the damages arising from the cause must also be established. If such actions are either not taken or are not acceptable to the party giving the notice, then three (3) days, after receipt of a second written notice specifying the reason for such termination and a response to the proposed cure, the termination shall become effective, unless previously eliminated. In the case of a termination, **WMA** shall be paid for that work that has been properly performed to date of the termination. The termination shall not affect either party's rights to all other damages and causes of action, including equitable and injunctive remedies, which might otherwise exist or be permitted by this **Agreement**. In the event that this **Agreement** and the right of **WMA** is terminated without cause or improperly, then **WMA** shall be entitled to all costs to date, and to all liabilities it may have incurred to others, as well as legal fees and lost profit. The rights of indemnification, where so specified, shall continue.
- 8.3.14 Documents Sealed "For Construction Only":** **WMA** shall have no liability whatsoever for errors, omissions, and/or inconsistencies of the drawings, specifications or other documents provided for under this agreement until such documents are sealed by **WMA** and stamped "For Construction" and have been stamped and approved by all relevant building department officials, and all payments due to **WMA** are paid in full".
- 8.3.15 No Deduction or Retainage of WMA's Bills:** "It is expressly understood that there shall be no retainage or deduction from **WMA's** bills pursuant to this agreement. As such, deduction or retainage of **WMA's** bills shall be considered material breach of contract, and may be cause for



william mclees  
architecture

January 20, 2026

termination of this agreement. The **Owner** agrees to waive delay claims associated with termination for nonpayment of fee".

- 8.3.16 Corrective Action Fund:** "It is further agreed that the **Owner** shall establish a Corrective Action (Design Deficiency) Fund which shall be transferred to the Common Interest Ownership Association in exchange for the Association's commitment to waive claims against **WMA**. The **Owner** agrees to indemnify, defend, and hold **WMA** harmless for claims arising from Common Interest Ownership Association asserted claims. This also includes any claim asserted by an individual owner".
- 8.3.17 Betterment( Corrective Action):** "if, due to **WMA's** negligence, a required item or component of the Project is omitted from the construction documents, **WMA** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **WMA** be responsible for any cost or expense that constitutes a betterment or added value to the Project".

# RESOLUTION

No. 26-65

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO  
JENNIFER L. HELLER, PP, AICP OF POLISTINA & ASSOCIATES, LLC AS A  
PROFESSIONAL PLANNER TO ASSIST CITY COUNCIL IN EVALUATING  
PROPOSALS REGARDING 600 BOARDWALK**

**WHEREAS**, the City Council of the City of Ocean City is in need of the services of a Professional Planner relative to matters involving the development of the property at 600 Boardwalk; and

**WHEREAS**, Jennifer L. Heller, PP, AICP of Polistina & Associates, LLC possesses the expertise and qualifications necessary to guide Council in its consideration of the future development of the property at 600 Boardwalk; and

**WHEREAS**, both the mayor and city council believe it is in the best interests of the city to retain a Professional Planner who has not previously advised City Council or the Planning Board with respect to the property at 600 Boardwalk; and

**WHEREAS**, a contract for Professional Services may be entered into without competitive bidding pursuant to N.J.S.A. 40a:11-5(1)(a)(i); and

**WHEREAS**, the contract with Jennifer L. Heller, PP, AICP of Polistina & Associates, LLC is being awarded through an alternative, non-advertised process pursuant to N.J.S.A. 19:44A-20.5; and,

**WHEREAS**, Jennifer L. Heller, PP, AICP of Polistina & Associates, LLC has been advised that this award does not guarantee that the services described will be required during the contract period and are subject to the actual need as established by City Council, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for City Council prior to the issuance of a purchase order therefor; and

**WHEREAS**, Polistina & Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Polistina & Associates, LLC has not made any contribution to a political or candidate committee for an elected office in the City of Ocean City, NJ in the previous one (1) year period, and that the contract will prohibit Polistina & Associates, LLC from making any contributions through the term of the contract; and

**WHEREAS**, Frank Donato, II, Director of Financial Management; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach, Jr. QPA, City Purchasing Manager, have reviewed all terms and conditions of the contract and recommend award of a professional services contract to Jennifer L. Heller, PP, AICP of Polistina & Associates, LLC to provide Professional Planning Services for City Council of the City of Ocean City, New Jersey; and,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it does hereby appoint Jennifer L. Heller, PP, AICP of Polistina & Associates, LLC as City Council's Professional Planner for matters relating to the property at 600 Boardwalk as follows:

**Professional Service Contract**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Hourly Rate</u></b>
1.	Per Hour Rate to be Paid for Professional Planner Services.....	\$175.00
2.	The term of the contract shall be one (1) year beginning on the date of adoption hereof.	
3.	A copy of the Pay-to-Play Certification and the Business Registration Certification (BRC) has been submitted and shall be placed on file in the City's Purchasing Division Office.	
4.	A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.	

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-65**

**BE IT FURTHER RESOLVED** by the City Council of the City of Ocean City that the Business Administrator and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Jennifer L. Heller, PP, AICP of Polistina & Associates, LLC as the City Council's Professional Planner for matters relating to the property at 600 Boardwalk as listed in accordance with this resolution and contract.

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2026 Local Municipal Budget and shall be charged to Operating Account #6-01-20-420-211 as Purchase Orders are issued.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CFO  
Director of Financial Management

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RPS 2026 Council Professional Planner.docx

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

# Executive Summary

The staff of Polistina & Associates has combined experience in serving the engineering and planning needs of municipalities and utility authorities for over 25 years. They have a local office located in Egg Harbor Township. The firm's intimate knowledge of the South Jersey region allows Polistina & Associates to provide the specialized services needed to meet the full range of day-to-day demands placed on municipalities and the county. Polistina & Associates can offer a broad range of services including engineering, planning, surveying, and construction management for both small and large scale capital improvement projects.

Since the firm's inception in 2004, the engineers and planners of Polistina & Associates have continued to meet the challenges of both older, established communities and emerging, growing communities. Polistina & Associates provides consultation services relating to Planning Boards and Zoning Boards of Adjustment including attendance at Board Meetings, as well as the technical engineering and planning review of submissions to the Board(s) for assistance in the approval process. The firm also provides municipal planning services including Master Plan and Reexamination Report preparation, redevelopment studies and plans, ordinance review and updates, and COAH compliance reports and plans for affordable housing. Polistina & Associates has provided services for various municipalities, including small communities to larger ones with populations greater than 25,000 in the State of New Jersey.

Polistina & Associates' staff is comprised of Professional Engineers, Professional Planners, Certified Municipal Engineers, Graduate Engineers, Engineers-in-Training, Landscape Architect/GIS Specialists, Professional Land Surveyors and a two-man survey crew along with field inspectors, draftspeople and associated support staff.

Polisina & Associates is the municipal engineer for Galloway Township, City of Linwood, Folsom Borough and City of Port Republic. The firm is also serving as the municipal planner for Galloway Township, Egg Harbor Township and the City of Absecon. The firm has also provides utilities services for the Egg Harbor Township Municipal Utilities Authority, the Hamilton Township Municipal Utilities Authority, the City of Somers Point Utilities Department, and the Lower Township Municipal Utilities Authority. The staff has gained experience serving various land development review boards including the Borough of Folsom Planning/Zoning Board, Egg Harbor Township Planning Board, Galloway Township Planning Board, Township of Hamilton Planning Board, Mullica Township Planning/Zoning Board and City of Linwood Land Use Board. In addition, Polistina & Associates also provides engineering and inspection services for capital improvement projects for the City of Ventnor, City of Brigantine and Atlantic County on an as-needed basis.

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6684 Washington Avenue  
Egg Harbor Township, NJ 08234  
Phone: (609) 646-2950  
Fax: (609) 646-2949  
Email: [jen@polistina.net](mailto:jen@polistina.net)

---

## Jennifer L. Heller, PP, AICP

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### Education, Registrations, and Certifications:

B.S., Environmental Planning & Design, Rutgers University, October 1999  
Professional Planner #6486, New Jersey, 2021  
American Institute of Certified Planners Certification #33647, 2021  
Rutgers/Affordable Housing Professionals of New Jersey Certification, 2023  
Member, American Planning Association, New Jersey Chapter  
Member, Affordable Housing Professionals of New Jersey

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### Professional Experience:

Ms. Heller has over twenty-five years of experience working in both the private and public sectors in the civil engineering field. Currently, Ms. Heller serves as the primary planner at Polistina & Associates. She is responsible for the reviews of land development applications for the various Planning and Zoning Boards. In addition, Ms. Heller is responsible for land use and zoning regulation research, affordable housing reports, land use and zoning ordinance revisions, master plan re-examination reports, redevelopment studies, redevelopment plans, road opening permits, permitting for capital improvement projects, environmental constraints mapping utilizing ArcGIS, and preparation of NJDOT Municipal Aid, Community Development Block Grant, Local Recreation Improvement Grant and Green Acres Open Space grant applications for municipal clients.

Ms. Heller is knowledgeable in the Local Redevelopment and Housing Law and has prepared several redevelopment and rehabilitation determination of need studies for local municipalities in Atlantic County. Ms. Heller has also authored redevelopment plans for both commercial and residential development projects, and worked with governing bodies and the developer in developing redevelopment plans and agreements.

Ms. Heller is well versed in the affordable housing issues faced by local municipalities in the area and has earned a certification from the Affordable Housing Professionals of New Jersey. She has prepared several Housing Element and Fair Share Plans and has been involved in negotiations with Fair Share Housing Center and a Court appointed Special Master to resolve outstanding compliance issues.

With her background in landscape architecture, Ms. Heller has extensive knowledge about landscaping and lighting in residential and commercial applications. This knowledge aids in reviews for the local planning and zoning boards and for coordination with developers for aesthetically pleasing design, effective buffering and environmentally conscious landscaping on commercial sites.

Ms. Heller is also responsible for designing and permitting development projects for private and municipal clients. Her duties have included project coordination through all stages of development, drafting, design, and permitting with the necessary local, county and state regulatory agencies. Ms. Heller has extensive experience in applications to the Pinelands Commission, New Jersey Department of Environmental Protection (CAFRA, Waterfront Development, Tidelands, Wetlands permits, etc), New Jersey Department of Transportation, local Soil Conservation Districts, County and local planning and zoning boards on behalf of municipal and private clients.

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CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-66

**AUTHORIZING CHANGE ORDER #1 TO CITY CONTRACT #25-11,  
IMPROVEMENTS TO THE PARKING LOT AT 16<sup>TH</sup> STREET & HAVEN AVENUE  
WITH LEXA CONCRETE, LLC**

**WHEREAS**, the specifications were authorized for advertisement by Resolution #25-61-272 on Thursday, February 6, 2025 for City Contract #25-11, Improvements to the Parking Lot at 16<sup>th</sup> Street & Haven Avenue; and

**WHEREAS**, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, March 26, 2025 and the Invitation to Bidders was distributed various potential bidders through the OpenGov E-Procurement Platform; and

**WHEREAS**, the bid proposals were opened for City Contract #25-11, Improvements to the Parking Lot at 16th Street & Haven Avenue on Tuesday, April 8, 2025 and seven (7) bid proposals were received ; and

**WHEREAS**, Vincent Orlando, P.E. (Engineering Design Associates); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management and Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, Assistant Purchasing Agent and Joseph S. Clark, Jr., QPA, City Procurement Manager had reviewed the bid proposals and the specifications and recommended that the contract be awarded to Lexa Concrete, LLC as the lowest responsible bidder; and

**WHEREAS**, the City Council of the City of Ocean City authorized the award of City Contract #25-11, Improvements to the Parking Lot at 16th Street & Haven Avenue on Thursday, May 8, 2025 by Resolution #25-62-381 in the total amount of \$1,012,840.00 with \$484,389.60 being charged to Capital Account #C-04-55-327-101 and \$528,450.40 being charged to Capital Account #C-04-55-327-505; and

**WHEREAS**, the City of Ocean City has identified an additional number of materials needed to complete the project; and

**WHEREAS**, Vincent Orlando, P.E. (Engineering Design Associates); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management and Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, Procurement Manager have reviewed and certified change order #1 as follows:

**Lexa Concrete, LLC  
11 Commerce Way  
Hammonton, NJ 08037**

**Change Order #1 Extra Materials**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total Cost</u></b>
5.	2" Milling & Repave with Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick (If & Where Directed).....	296 S.Y.	\$20.00	\$5,920.00
7.	Hot Mix Asphalt 19M64 Surface Base Course, 2" Thick.....	103.74 TON	\$112.00	\$11,618.88
<b>Total Extra Amount for Change Order #1 to City Contract #25-11.....</b>				<b>\$17,538.88</b>

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-66**

**WHEREAS**, the newly adjusted contract cost including Change Order #1 is \$1,030,378.88, an increase of \$17,538.88 or 1.73% from the original contract amount of \$1,012,840.00; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that it authorizes Change Order #1 to Purchase Order #25-01858 for City Contract #25-11, Improvements to the Parking Lot at 16<sup>th</sup> Street & Haven Avenue; and

**BE IT FURTHER RESOLVED** that the Director of Financial Management is authorized to process change order #1, in the additional amount of \$17,538.88 to Purchase Order #25-01858 for City Contract #25-11, Improvements to the Parking Lot at 16<sup>th</sup> Street & Haven Avenue to be charged to the following Capital Account #C-04-55-327-505.

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CFO  
Director of Financial Management

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RES CO #1 CC #25-11 16<sup>th</sup> Street.docx

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

# *Lexa Concrete, LLC*

*11 Commerce Way Drive*

*Hammonton NJ 08037*

*Ph: 609 704-5293 Fx: 609 704-5355*

*[lexaconcrete@aol.com](mailto:lexaconcrete@aol.com)*

2/4/26

Re: Improvements to the Parking Lot at 16<sup>th</sup> Street & Haven Avenue

Lexa Concrete is requesting a change order for the following line items for the above referenced project:

Item #5: 2" Milling & Repave with HMA 9.5M64 Surface Course, 2"  
296 SY @ 20.00 = \$5,920.00

Item #7: HMA 19M64 Surface Base Course, 2" Thick  
103.74 TONS @ 112.00 = \$11,618.88

TOTAL CO Request = \$17,538.88

Thank you,

Alex O Gherardi, Mg Member



CITY OF OCEAN CITY, ENGINEERING DIVISION  
16th & Haven Improvements

CHANGE ORDER NO. 1  
FILE NO. 25-11

PURCHASE ORDER #  
TBD  
RESOLUTION #  
25-62-351

CONTRACTOR:  
Lexa Concrete  
11 Commerce Way  
Hammonton, NJ 08037

REASON FOR CHANGE:  
See Attached

THE TIME PROVIDED FOR COMPLETION OF THIS PROJECT IS:  
\_\_\_\_ UNCHANGED, \_\_\_\_ INCREASED, \_\_\_\_ DECREASED, BY \_\_\_\_ CALENDAR DAYS.

UPON EXECUTION THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT.

TYPE OF CHANGE	ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL		0	0	#N/A	\$0.00	
					<b>SUBTOTAL:</b>	\$0.00
EXTRA	5	2" Milling & Repave with Hot Mix Asphalt 9.5 M64 Surface Course, 2' Thick (IF & Where Directed)	296	S.Y.	\$20.00	\$5,920.00
	7	Hot Mix Asphalt 19 M64 Surface Base Course, 2" Thick	103.74	Ton	\$112.00	\$11,618.88
					<b>SUBTOTAL:</b>	\$17,538.88
REDUCTION		0		#N/A	\$0.00	
		0		#N/A	\$0.00	
					<b>SUBTOTAL:</b>	\$0.00

CHANGE ORDER SUMMARY

PREVIOUS CHANGE ORDERS			CURRENT CHANGE ORDER	
NO.	AMOUNT	REASON FOR CHANGE	TYPE OF CHANGE	TOTAL
1	\$17,538.88	See Attached		
2			+ SUPPLEMENTAL	\$0.00
3				
4			+ EXTRA	\$17,538.88
5				
6			- REDUCTIONS	\$0.00
7				
8			NET CONTRACT CHANGE	
9			THIS CHANGE ORDER	\$17,538.88
10				

ORIGINAL CONTRACT AMOUNT	\$1,012,840.00
AMENDED CONTRACT AMOUNT	\$1,030,378.88
TOTAL CONTRACT CHANGE (PERCENT)	1.73%
TOTAL CONTRACT CHANGE (AMOUNT)	\$17,538.88

ACCEPTED BY:

Lexa Concrete

DATE

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-67**

**TO ADOPT MANUALS FOR IMPLEMENTATION OF THE CITY'S AFFORDABLE HOUSING PROGRAMS**

**WHEREAS**, a component of the City of Ocean City's Fair Share Plan involves the collection of affordable housing development fees in order to create a dedicated revenue source for the City to implement its Fair Share Plan and Spending Plan; and

**WHEREAS**, the City's Affordable Housing Development Fee Ordinance, initially approved by COAH on March 11, 1993 and amended in each subsequent Affordable Housing Round, provides for the collection of funds to be used for the implementation of the City's Fair Share Plan; and

**WHEREAS**, the City has also amended and adopted its Spending Plan in each subsequent Affordable Housing Round, which Plan sets forth mechanisms for the City to meet its fair share obligation for affordable housing; and

**WHEREAS**, Ocean City's Spending Plan and Fair Share Plan include funding for a Rehabilitation Program, and Affordability Assistance Program; and

**WHEREAS**, Ocean City has established such programs and has attached an Operating Manual for the Administration of the Affordable Housing Rehabilitation Program and Affordability Assistance Program Manual, which manuals have been prepared in accordance with the applicable regulations of the Uniform Housing Affordability Controls (UHAC) regulations.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Ocean City, Cape May County, as follows:

The City Council hereby approves and adopts an Operating Manual for the Administration of the Affordable Housing Rehabilitation Program and Affordability Assistance Program Manual which have been prepared in accordance with the UHAC regulations.

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026 with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF LAW

## Memo

**DATE:** February 17, 2026  
**TO:** City Council  
**FROM:** Dorothy F. McCrosson, Esquire  
**RE:** Adoption of Affordable Housing Program Manuals

---

Ocean City is participating in the Fourth Round of Affordable Housing in accordance with New Jersey's Affordable Housing Law.

The affordable housing laws require municipalities to implement specific policies and procedures for the administration of affordable units. Ocean City will do so, in part, through the adoption of operating manuals.

The City's Administrative Agent for Affordable Housing is Triad Associates.

Triad Associates has created an Operating Manual for the Administration of the Affordable Housing Rehabilitation Program and an Affordability Assistance Program Manual, both of which have been prepared in accordance with the Uniform Housing Affordability Controls ("UHAC") regulations.

The approval of this Resolution would adopt both manuals.

The manuals will be posted on the City's website and will be available for public inspection in the Clerk's Office.

Thank you for your attention.



# CITY OF OCEAN CITY

## Affordability Assistance Program Manual

*In Accordance with the  
Uniform Housing  
Affordability Controls  
& Programs*

City of Ocean City  
Affordability Assistance Policies  
& Procedures Manual



# CONTENTS

Introduction	Page 3
• Types of Affordability Assistance	
Eligibility	Page 4
Repayment Terms & Repayment Agreement	Page 4
• Administration	Page 5
Emergency and Health/Safety Repairs Program Procedures	Page 5
One or Two Month's Rent Program Procedures	Page 8
Downpayment Assistance Procedures	Page 9

## Introduction

The purpose of this Manual is to describe the policies and procedures of the Affordability Assistance Program. This Manual describes the basic content and operation of the various affordable assistance program components.

### I. TYPES OF AFFORDABILITY ASSISTANCE

The three types of affordability assistance offered are listed below. The specifics of each type are summarized in Exhibit 1. No ongoing or monthly assistance options are currently available.

A. Emergency and Health/Safety Repairs – Up to \$10,000 in affordability assistance funding is available to assist owners of low-and moderate-units to make emergency and/or health and safety related repairs that they do not have the financial resources to make otherwise. Funding will not be provided for standard maintenance items, work covered by the homeowner association, damage covered by homeowner insurance and/ or minor repairs such as small areas of peeling paint or other items that can be addressed easily by the homeowner. This funding will help preserve the affordable deed restricted housing stock and the residents who reside in the homes. Only units in the City's Fair Share Plan (portfolio of affordable units) may be eligible to apply. Minimum project size of \$2,500.

B. One Month/Two Months' rent - Funding equal to the one month's rent for a rental dwelling unit may be available to be paid directly to the landlord on behalf of a very low, or moderate income tenant. This is a grant to the landlord of the unit to be rented. Very-low income households are eligible for two month's rent.

C. Down Payment Assistance -The Ocean City Down Payment Assistance Program is designed to help low- and moderate-income households achieve the goal of homeownership. This program will provide a no interest, forgivable loan to homebuyers of deed restricted affordable properties within Ocean City City to use as a principal down payment. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to Ocean City.

## Eligibility

Applications submitted for One/Two month's rent and Down Payment affordability assistance will be provided on a first come-first-served basis according to the following criteria:

1. There are affordability assistance funds remaining in the budget for the year.
2. The applicant is in the process of purchasing or renting a deed restricted affordable unit in Ocean City that they maintain or will maintain as their primary residence.
3. The applicant has not received an affordability assistance grant in the past. (Only one award per household is permitted. This requirement can be waived with justification.)

Applications submitted for Emergency Repairs affordability assistance will be provided on a first come-first-served basis according to the following criteria:

1. Applicants are income certified at the time of application.
2. Property taxes, municipal utilities and, if applicable, mortgage and homeowner association fee are paid current.
3. Demonstration that existing conditions cause a serious threat to the health and/or safety of the building's residents.

## Repayment Terms & Repayment Agreement

When required, loans for properties participating in the Affordability Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality and executed by the property owner. The Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note, which is not recorded. The original mortgage note shall be retained by the Program Administrator and kept in the unit file. The administrative agent will send the affordability assistance Mortgage requiring recording to the City. Upon receipt the City will file said documents with the County Clerk's office upon the completion of the closing of title or completion of the repair, whichever program is applicable.

When required, the following is the term of the mortgage:

- All loans are deferred payment loans and due upon change in title if title is changed within 10 years. After 10 years, the loan is fully forgiven.

## II. ADMINISTRATION

The Administrative agent will be responsible for administering the program. Questions about the Program should be directed the Administrative Agent. All forms are included in the appendices

TRIAD Associates

1301 W. Forest Grove Road

Vineland, NJ 08360

Phone: (856) 690-9590

Fax: (856)-690-5622

[www.triadincorporated.com](http://www.triadincorporated.com)

[www.triadhousingprograms.com](http://www.triadhousingprograms.com)

### 1. Emergency and Health/Safety Repairs Program Procedures

- Homeowner submits application for assistance along with proof of work items needed. Refer to section on Requirements of Work Items.
- TRIAD ASSOCIATES income certifies applicant and confirms property taxes, municipal utilities and, if applicable existing mortgage and homeowner association fee are paid current.
- Program inspector visits home to document emergency repair and to prepare the work specifications and cost estimate. NOTE: The minimum project size is \$2,500
- Upon eligibility determination and site visit– TRIAD ASSOCIATES will send homeowner:
  - a. Eligibility letter (including paragraph on municipal contractor payment process to show to the contractor)
  - b. Work specifications
  - c. Instructions to obtain and provide proposal from 3 contractors (willing to be paid by municipality at job completion). Homeowner to identify contractor selected to do the job and provide that contractor’s business registration, Consumer Affairs home improvement license and certificate of insurance listing program as certificate holder. The homeowner will have to fund any amount over the program funding limit, payable directly to the contractor.
- Once homeowner provides the above items, send the homeowner’s certificate of eligibility and contractor selection to the City to pass a resolution authorizing funding assistance. Upon receipt of the approved municipal resolution, provide the homeowner the construction agreement for the homeowner and contractor to sign, as well as program mortgage & note (if applicable) for the homeowner to sign in front of notary and return to program.

- Upon construction completion, the homeowner will provide to the Program:
  - a. Written homeowner’s approval of satisfactory job completion.
  - b. Invoice from contractor with notarized statement identifying the work items he completed.
  - c. Copies of municipal permits and closed out permits via municipal Certificate of Approval for the applicable items installed.
- If work does not require permit, TRIAD ASSOCIATES inspector will inspect work to ensure completeness before payment.
- TRIAD ASSOCIATES submits the contractor invoice to the municipality for payment and forwards the mortgage, when applicable, to the municipality to file (record) with the county clerk

**Emergency and Health/Safety Repairs Program Eligibility Certification Process**

*Please refer to the Ocean City Administrative Agent Manual for information regarding the income certification process*

**Other Eligibility Requirements**

Applicants will be required to submit the following in the application package:

- Recorded deed to the property to be assisted;
- If the owner is a widow or widower, copy of Death Certificate should be included;
- Receipt for property taxes paid current.
- Signed Release form to verify eligibility determination from third party sources;
- Proof that all mortgage payments are current; and
- Copy of any and all other liens recorded against the property.
- Personal identification (a copy of any of the following Driver’s License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.) for each household member.

**Requirements of Utilities & Taxes Paid Current**

All applicants' water/sewer and tax accounts must be paid current. The Program reserves the right to make an exception to the requirement of paid tax and/or water and/or sewer accounts. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Program, a Special Needs Eligibility Requirements Waiver may be issued.

## **Requirements of Work Items**

Homeowner has to demonstrate the existing problem has been inspected and the threat verified by one of the following:

- The appropriate local sub code official;
- A doctor or local health official; or
- Systems or components that have been red tagged by utility company and/or verified non-functional by a qualified service technician.

This is done at time of submission of the program application.

## **Eligibility Certification**

After TRIAD ASSOCIATES staff determines that the household is income eligible and meets all other eligible requirements, the TRIAD ASSOCIATES Program Manager will complete and sign the Eligibility Certification. This certification is valid for six months starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Administrator must reevaluate the household's eligibility.

- The Ocean City Emergency Repair Assistance Program will provide a maximum loan of \$10,000.00 to each eligible homeowner.

## **Terms and Conditions**

The loan is given as a zero interest 10-year forgivable loan payable at time of transfer of title of the affordable housing unit and is secured by a second mortgage and note. The loan shall be fully repayable if the home is transferred or sold within years 1-5. The loan is then forgiven at a rate of 20% for years 6-10 until it is fully forgiven at the end of the 10<sup>th</sup> year. Recipients of Down Payment Assistance Program funds are required to maintain the unit as their principal residence for the duration of the loan period and abide by all other requirements of the deed restriction and the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1et seq.). In the event the property is sold or disposed of during the term of the loan, the loan shall be immediately due and payable to Ocean City according to the terms of the Mortgage and Mortgage Note.

## **Security Instruments**

Loans for all properties participating in the Down Payment Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality executed by the property owner. The closing agent will record said documents with the County Clerk's office upon the completion of the closing of title. The Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note,

which is not recorded. The original mortgage note shall be retained by the Program Administrator and kept in the unit file.

## 2. One or Two Month's Rent Program Procedures

1. An application for funding is filed with the City's Affordable Housing Administrative Agent.
2. The Administrative Agent shall review and process the application.
3. In the event that there are more income-qualified applicants than there are funds available, preference shall be given to very-low income households.
4. If an applicant is certified and approved, the Administrative Agent shall notify the City's financial department of the intent to award the grant and confirm the availability of funds.
5. The Administrative Agent shall prepare a draft resolution authorizing the award of funds, specifying the amount, the location and type of unit, and the specific affordability controls on the unit. Very-low income households are eligible for two months of rent.
6. The City shall release the funds from the Affordable Housing Trust Fund to the participating landlord following the approval of the resolution.
7. The Administrative Agent shall notify the applicant of the awarding of funds, and record the assistance, and terms of the assistance, in the file for the affordable unit.

### **Eligible Participants**

All participants must be very low, low, or moderate income households, entering into a lease agreement to rent a deed restricted affordable dwelling unit in the City of Jackson. Applicants must not have received any assistance from any of the City's Affordability Assistance Program previously.

### **Grant Amount and Period**

The maximum amount of assistance that may be provided per applicant shall be equal to one month's contract rent. Very-low income households are awarded two month's rent.

### **Terms & Repayment Agreement**

This program is a grant and there are no terms and no repayment agreement.

### 3. Downpayment Assistance Procedures

The Ocean City Down Payment Assistance Program is designed to help low- and moderate-income households achieve the goal of homeownership. This program will provide a no interest, deferred payment loan to homebuyers of deed restricted affordable properties within Ocean City to use as a principal down payment. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to Ocean City.

#### **ELIGIBLE PARTICIPANTS**

Applicants for this loan program must be income-qualified by the Administrative Agent for Ocean City and must be under contract to purchase a deed restricted home in Ocean City. This means that the applicant must have made application to buy a home, been income-qualified and selected to purchase an affordable home within Ocean City and signed a contract with the seller.

#### **ELIGIBLE PROPERTIES**

Properties must be single family homes within Monroe deed restricted in accordance with the U.H.A.C. guidelines. The price of the home will be limited by the deed restriction to be affordable to either a low or moderate-income household.

#### **LEVEL OF FINANCING**

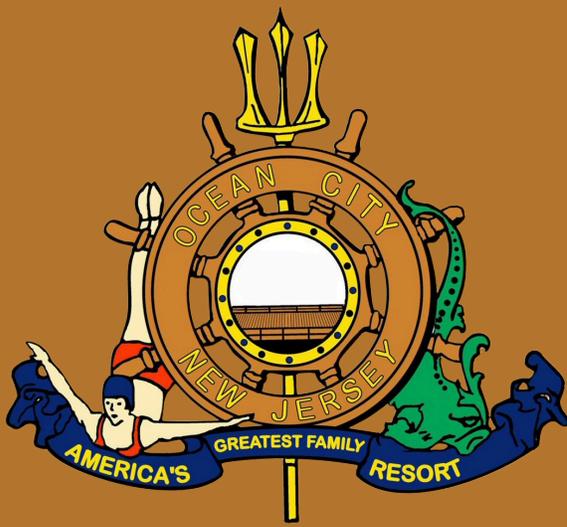
The Ocean City Down Payment Assistance Program will provide a maximum loan of \$15,000.00.

#### **Terms and Conditions**

The loan is given as a zero interest 10-year forgivable loan payable at time of transfer of title of the affordable housing unit and is secured by a second mortgage and note. The loan shall be fully repayable if the home is transferred or sold within years 1-5. The loan is then forgiven at a rate of 20% for years 6-10 until it is fully forgiven at the end of the 10<sup>th</sup> year. Recipients of Down Payment Assistance Program funds are required to maintain the unit as their principal residence for the duration of the loan period and abide by all other requirements of the deed restriction and the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1et seq.). In the event the property is sold or disposed of during the term of the loan, the loan shall be immediately due and payable to Ocean City according to the terms of the Mortgage and Mortgage Note.

#### **Security Instruments**

Loans for all properties participating in the Down Payment Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality executed by the property owner. The closing agent will record said documents with the County Clerk's office upon the completion of the closing of title. The Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note, which is not recorded. The original mortgage note shall be retained by the Program Administrator and kept in the unit file.



# OPERATING MANUAL

*For the Administration of the*

## AFFORDABLE HOUSING REHABILITATION PROGRAM

*In Accordance with the  
Uniform Housing  
Affordability Controls and Programs*

Prepared by

**TRIAD**  
IMPROVING HOUSING OPPORTUNITIES

# INTRODUCTION

This Housing Rehabilitation Program Operating Manual has been prepared to assist in the administration of the **Ocean City** Housing Rehabilitation Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the rehabilitation process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, cost estimating, contract payments, record keeping and overall program administration.

The Housing Rehabilitation Program will be administered by the **Ocean City** and their Housing Rehabilitation Program Consultant for Owner-Occupied and Rental Rehabilitation.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

## A. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit regarding race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments. For more information on discrimination or if anyone feels they are a victim of

discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

## ELIGIBLE PARTICIPANTS

### A. Categories of Participants

Owner-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard.

### B. Income Limits for Participation

The occupants of the units must have incomes that now fall within the income guidelines established for the *County of Cape May*, these limits are revised annually.

### C. Program Area

This is a municipal-wide program. The rehabilitation property must be in **Ocean City**.

### D. Certification of Substandard

The purpose of the program is to bring substandard housing up to code. Substandard units are those units requiring repair or replacement of at least one major system. A major system is one of the following:

1. Roof
2. Plumbing (including wells)
3. Heating
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing structural systems.
7. Lead paint abatement
8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

**Code violations will be determined by an inspection conducted by a program inspector.**

## AVAILABLE BENEFITS

### A. Program Financing

Up to **\$25,000** per unit may be available for improvements to eligible owner-occupied properties, the minimum average per unit rehabilitation hard costs shall be \$10,000 in accordance with N.J.A.C. 5:93-5.2(h)(2). If a particular unit requires more than **\$25,000**, the Municipality will approve on a case-by-case basis, keeping with the requirement dictating that the minimum average per unit rehabilitation hard cost shall be \$10,000.

## B. Owner-occupied Units – Program Financing/Program Affordability Controls

Loans will be a ten-year interest-free, deferred payment loan secured by a mortgage payable upon transfer of title. After the Five-Year Anniversary of the Loan Signing, 20% of the mortgage loan principal will be forgiven for each of the remaining five years. If the title has not transferred after ten years, the entire loan is considered forgiven.

Should an owner-occupant die before repayment of the loan, the balance of the loan which has not been forgiven, will be due at the time of settlement of the estate. However, if the household inheriting the unit is income eligible and agrees to occupy the unit or even if not income-eligible agrees to rent the unit only to income-eligible households, the terms of the funding agreement shall be transferred to the inheriting household.

If an owner-occupied housing unit is sold prior to the end of the controls on affordability, the portion of the loan which has not been forgiven, shall be recaptured and used to rehabilitate another housing unit, unless the unit is sold to a low- or moderate-income household at an affordable price.

Funding for owner-occupied units will be secured by a mortgage and mortgage note to the municipality.

## C. Subordination

**Ocean City** may agree to subordinate a loan if the mortgage company supplies an appraisal showing that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit.

In order for the Municipality to approve the request, the Municipality must be subordinate to no more than two loans and there must be sufficient equity in the property. Subordination requests will only be considered for the following reasons: *1) to reduce monthly mortgage payments; 2) debt consolidation; and 3) additional home improvement funds to maintain Code and/or Certificate of Occupancy Codes.*

# ELIGIBLE PROPERTY IMPROVEMENTS

## A. Eligible Improvements

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, applicable code violations, as well as any other cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

**At least one major system must be replaced or included in the repairs, which include one of the following:**

1. Roof
2. Plumbing (including wells)
3. Heating
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing structural systems
7. Lead paint abatement

8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

**The related work may include, but not be limited to the following:**

1. Interior trim work,
2. Interior and/or exterior doors
3. Interior and/or exterior hardware
4. Window treatment
5. Interior stair repair
6. Exterior step repair or replacement
7. Porch repair
8. Wall surface repair
9. Painting
10. Exterior rain carrying system repair

## **B. Ineligible Improvements**

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

## **C. Rehabilitation Standards**

Upon rehabilitation, housing deficiencies shall be corrected, and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

## **D. Certification of Standard**

All code deficiencies noted in the inspection report must be corrected and rehabilitated. Units must be in compliance with the standards proscribed in sub-section C above upon the issuance of a certificate of completion or occupancy. The program inspector must certify any structure repaired as a whole or in part with rehabilitation funds to be free of any code violations.

## **E. Emergency Repairs**

A situation relating to safety and/or health hazard for the occupants would constitute an emergency. The program inspector will confirm the need for such work. In emergency cases, the formal solicitation process will not be followed. A minimum of three (3) estimates will be obtained, when possible, for the “emergency” work. However, eligibility, as stated in Section I, subsection B, must be determined prior to

soliciting estimates. Application for additional non-emergency work may be made in accordance with the procedures outlined in this Operating Manual. The funding for the emergency work and any additional rehabilitation may not exceed the program financing provisions in Section II, sub-section A.

## OVERVIEW OF ADMINISTRATIVE PROCEDURES

### A. Application

Property owners interested in participating in the housing rehabilitation program may submit preliminary applications to the program staff. Preliminary applications are available at the following locations:

Ocean City  
861 Asbury Ave, Ocean City  
609-399-6111

Upon request, the program staff will mail a preliminary application to an interested property owner.

**Applications will be processed in the order of receipt.** Only emergency situations shall be handled out of the order of receipt.

### B. Income Eligibility and Program Certification

For the households seeking a determination of income eligibility, all wage earners 18 years of age or older in the household must submit appropriate documentation to document the household income, as further described below.

1. Copy of the deed to the property.
2. Proof that property taxes and water and sewer bills are current.
3. Proof of property insurance, including liability, fire and flood insurance where necessary.

If after reviewing the income documentation submitted an applicant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if the applicant's income exceeds the program income limits.

*The program staff will arrange for a title search of all properties entering the program.*

*After the initial interview and the program staff has substantiated that the occupant is income-eligible, and the title search is favorable, the Eligible Certification Form will be completed and signed*

Upon confirmation of income eligibility of the applicant or the applicant's tenants, the program staff will send a letter, including the Eligible Certification Form, to the applicant certifying the applicant. Eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter certifying eligibility, the applicant will be required to reapply for certification.

### C. Housing Inspection/Substandard Certification

Once determined eligible, the program staff will arrange for the program inspector to inspect the entire residential property.

The program inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All required repairs would be identified.

#### **D. Ineligible Properties**

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be ineligible, the program staff will send a letter delineating the reasons for the determination of ineligibility. An applicant's property may be determined to be ineligible for any one of the following reasons:

1. Title search is unfavorable.
2. Property does not need sufficient repairs to meet eligibility requirements.
3. Real estate taxes are in arrears.
4. Proof of property insurance not submitted.
5. Property is listed for sale.
6. Property is in foreclosure.

**Ocean City** may disqualify properties requiring excessive repairs to meet municipal housing standards. The estimated or bid cost of repairs must exceed 50 percent of the estimated after-rehabilitation value of the property for the municipality to exclude the property.

If after reviewing the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be eligible, the inspector will then certify that the dwelling is substandard by completing and signing the Certificate of Substandard Form and submitting this to the program staff.

#### **E. Cost Estimate**

The program inspector will prepare a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specific details on the materials to be used. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Preliminary Work Write-up with the property owner. Only required repairs to units occupied by income eligible households will be funded through the housing rehabilitation program.

#### **F. Contractor Bidding Negotiations**

After the unit and the unit occupant have been certified as eligible, the program staff will provide a bid request to a list of approved, pre-qualified trade contractors for bidding. Program staff will review the proposals and provide the property owner with a list of contractors who have submitted eligible bids for the work. Eligible bids will be those that:

1. Satisfy with the specifications of the Work Write-Up
2. Have no math errors
3. Have been submitted by an eligible contractor
4. Are no more than 20% above or below the Program Cost Estimator's final cost estimate for the work, unless an exception has been recommended by the Cost Estimator and approved by the Program Director.

5. Have been submitted by a contractor who, in the opinion of the Program Director, has the ability to perform the designated tasks within a responsible period of time as is specified in the Contract documents.

The program staff and property owner will then review these bids. The lowest responsible trade contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor. Property owners may seek proposals from non-program participating contractors. However, the Municipality must pre-approve the contractor prior to submitting a bid.

#### **G. Contract Signing/Pre-Construction Conference**

Program staff will provide the property owner with the bids to review. The program staff will then call a Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include Contractors Agreement(s), Mortgage and Mortgage Note. The property owner, program staff representative and contractor will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within fifteen (15) calendar days of the date of the conference and be totally completed within ninety (90) days from the start of work, will be issued to each contractor at this Conference.

#### **H. Progress Inspections**

The program inspector will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing walls on plumbing and electrical improvements.

#### **I. Change Orders**

If it becomes apparent during construction that additional repairs are necessary or the described repair needs to be amended, the program inspector will inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order.

#### **J. Payment Schedule**

The contract will permit two payments if the project costs more than \$12,000. First payment is made when the project is one-half completed. Final payment upon completion.

The contractor will submit a payment request. The applicant will sign a payment approval if both the applicant and program inspector are satisfied with the work performed. The municipality will then release the payment. Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable) and the program staff receives Lien Releases and a Property Owner Sign-off letter.

## K. Resolution of Disputes/Appeal Process

Should any dispute arise respecting the true meaning of the Work Write-Up, or should any dispute arise respecting the true value of the extra work or of the work omitted, or of improper workmanship or materials, or of any loss sustained by the Homeowner, the Homeowner may request a hearing before the Municipality. Such a request must be made in writing to the Program Administrator and shall state the nature of the dispute. All parties to the dispute shall be notified in writing of the date and location of the hearing. An arbitration committee, consisting of three members, shall convene and the final decision rests with the arbitration committee, with no further recourse on the part of the property owner.

## L. Final Inspection

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted and photographs taken. The property owner and the necessary contractors shall be present at the final inspection to respond to any final punch list items.

## M. Record Mortgage Documentation

Program staff will file the executed Mortgage with the County Clerk.

## N. File Closing

After the final payment is made, the applicant's file will be closed by the program staff.

# PROCEDURE FOR OWNER OCCUPIED INCOME-ELIGIBILITY CERTIFICATION

## A. Complete a Household Eligibility Determination Form

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq. Income verification documentation should include, but is not limited to the following for each member of a household who is 18 years of age or older:

1. 1-month (consecutive weeks) paystubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
2. Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
3. A letter or appropriate reporting form verifying monthly benefits such as
4. Social Security or SSI – Current award letter or computer printout letter
5. Unemployment – verification of Unemployment Benefits
6. Welfare -TANF<sup>1</sup> current award letter

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<sup>1</sup> TANF – Temporary Assistance for Needy Families

7. Disability - Worker's compensation letter or
8. Pension income (monthly or annually) – a pension letter
9. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
10. 3 months of reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
11. Evidence or reports of income from directly held assets, such as real estate or businesses.
12. Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
13. Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

#### ***B. Income***

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions
5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
13. Rent from real estate is considered income
14. Any other forms of regular income reported to the Internal Revenue Service

#### ***C. Not Income***

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits

5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of dependents enrolled as full-time students
11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income
12. To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

#### **D. Student Income**

*Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.*

#### **E. Records Documenting Household Composition and Circumstances**

The following are various records for documenting household information:

1. Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
2. Adoption papers, or legal documents showing adoption in process
3. Income tax return
4. Birth Certificate or Passport
5. Alien Registration Card

#### **F. Income Certification**

Certify the income eligibility of low- and moderate-income households by completing the application form. Provide the household with the original and keep a copy in the project files.

The complete submission of all the required documentation shall be submitted to the Program Staff within 30 days, or the applicant's application may be moved to the bottom of the selection list.

#### **G. Appeals**

Appeals from all decisions of an Administrative Agent shall be made in writing to the designated agency.

## **CONTRACTOR RELATED PROCEDURES**

#### **A. Contractor Selection**

Contractors must apply to the program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors also must submit documentation proving financial stability. Contractors must carry workmen's compensation coverage and liability insurance of at least \$100,000/\$300,000 for

bodily injury or death and \$50,000 for property damage. Only licensed contractors will be permitted to perform specialty work such as plumbing, heating and electrical

## **B. Number of Proposals Required**

The approved work write-up will be submitted to the contractors by the program staff. Contractors must visit the property and submit bids within 14 days. The contract will be awarded to the lowest bidder<sup>2</sup>, provided that the program inspector or the professional who drafted the work write-up certifies that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within 20% of the cost estimate.

## **C. Contractor Requirements**

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff to be attended by the property owner and contractor. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff.

# **MAINTENANCE OF RECORDS**

## **A. Files To Be Maintained on Every Applicant**

The program staff will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

1. Application Form
2. Income Verification
3. Letter of Certification of Eligibility or Letter of Determination of Ineligibility

**Files of applicants approved for the program will also contain the following additional documentation:**

1. Housing Inspection Report
2. Photographs - Before
3. Certification of Property Eligibility or Determination of Ineligibility
4. Proof of Homeowners Insurance
5. Copy of Deed to Property

**For properties determined eligible for the program where the applicants choose to continue in the program, the files shall contain the following:**

1. Work Write-Up/Cost Estimate
2. Copies of Bids
3. Applicant/Contractor Contract Agreement
4. Recorded Mortgage/Lien Documents
5. Copies of All Required Permits
6. Contractor Requests for Progress Payments

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<sup>2</sup> If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

7. Progress Payment Inspection Reports
8. Progress Payment Vouchers
9. Change Orders (If needed)
10. Final Inspection Report
11. Photographs - After
12. Certification of Completion and Release of Contractor's Bond

## **B. Rehabilitation Log**

A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

## **C. Monitoring**

1. For each unit the following information must be retained to be reported annually:
2. Street Address
3. Block/Lot/Unit Number
4. Owner/Renter
5. Income: Very Low/Low/Mod
6. Final Inspection Date
7. Funds expended on Hard Costs
8. Development Fees expended
9. Funds Recaptured
10. Major Systems Repaired
11. Unit Below Code & Raised to Code
12. Effective date of affordability controls
13. Length of Affordability Controls (yrs)
14. Date Affordability Controls removed
15. Reason for removal of Affordability Controls

## **PROGRAM MARKETING**

Upon the initial implementation of the program, the municipality will market the program as follows: 1). the municipality will include flyers with the tax bills and/or water bills to property owners currently owning rental units; 2). The municipality will advertise the program in the local newspaper and the local cable station and 3). Program information will be available at the municipal building, library, and on the municipal website.

Prior to commencement of the program and periodically thereafter, the municipality will hold informational meetings on the program to all interested contractors. Each contractor will have the opportunity to apply for inclusion of the municipal contractor list.

## INTRODUCTION: Rental Rehabilitation

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of the **Ocean City** Rental Rehabilitation Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the rehabilitation process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, cost estimating, contract payments, record keeping and overall program administration.

The Rental Rehabilitation Program will be administered by the **Ocean City** and Triad Associates, the City Housing Rehabilitation Program Consultant. The Administrative Agent for the rental units is Triad Associates.

The following represents the procedures developed to offer an applicant the opportunity to apply to the program.

### B. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments. For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

# ELIGIBLE PARTICIPANTS

## A. Categories of Participants

Renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard. Owners of rental properties do not have to be low- or moderate-income households. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Units that are currently vacant will be rented through the **City** Administrative Agent. Rents must be affordable to low- or moderate-income households.

**NOTE:** Pursuant to N.J.A.C. 5:97-6.2(b)6 - rental units may not be excluded from a municipal rehabilitation program. If a county administers the municipal rehabilitation program and the county program does not include rehabilitation of rental units, the municipality will need to supplement the county program with its own rehabilitation program for rental units.

## B. Income Limits for Participation

The occupants of the units must have incomes that now fall within the income guidelines established for the *County of Cape May* by the Superior Court. These limits are revised annually as figures become available and can be found in the appendices. Units that are vacant at the time of rehabilitation must be rented through the **Cities** Administrative Agent, Triad Associates, to a qualified applicant.

**NOTE:** The program will strive to provide that low-income households occupy at least 50 percent of the units rehabilitated.

## C. Program Area

This is a municipal-wide program. The rehabilitation property must be located in **Ocean City**.

## D. Certification of Substandard

The purpose of the program is to bring substandard housing up to code. Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. Heating
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing structural systems
7. Lead paint abatement
8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

**Code violations will be determined by an inspection conducted by a program inspector.**

# AVAILABLE BENEFITS

## A. Program Financing

The average per unit rehabilitation costs shall be **\$10,000**. The landlords are required to provide at least 50% of the **total rehabilitation costs** needed for each unit to meet the New Jersey State Housing Code, N.J.A.C. 5:28 and each unit must meet the major system repair or replacement requirement upon completion.

The maximum loan available per unit from the City is \$10,000. If a particular unit requires more than \$10,000 investment from the City, the City will review and approve on a case-by-case basis.

## B. Renter-occupied Units - Program Financing/Program Affordability Controls

Eligible landlords of one-four-unit buildings may be eligible for an interest free loan which will be due if title to the property is transferred within (10) ten years of the loan date. Upon the (10) ten year loan anniversary, the full amount of the loan is forgiven. The landlords are required to provide at least 50% of the **total rehabilitation costs** needed for each unit to meet the New Jersey State Housing Code, N.J.A.C. 5:28 and each unit must meet the major system repair or replacement requirement. At the time the application is submitted, owners must submit proof of their share through bank statements, credit lines, etc. Title searches and property appraisals will be required to determine if there is sufficient equity in the property to cover the cost of the loan. The landlords will be expected to pay for the costs of the title searches and provide up to date property appraisals. In addition to the interest free loan, a ten-year deed restriction, attached to the mortgage and note, will be used to control the contract rent and ongoing tenant eligibility on rental units that receive assistance. The loan will be due upon transfer of title to the property if the property is sold within 10 years. After 10 years the lien is forgiven; however, the deed restrictions shall remain in effect for ten years from the date the units are certified as standard. There are no monthly payments. The deed restriction and mortgage documents will be recorded in the county deed book.

In situations where the non-income eligible owner(s) of eligible rental units occupies a unit in the structure to be rehabilitated, repairs to shared systems (i.e.: roof, heating, foundations, etc.) will be prorated with the owner(s) receiving no financial assistance for the owner's share.

If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate- income household at an affordable price and affirmatively marketed pursuant to the N.J.A.C. 5:97-9. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

## C. Subordination

**Ocean City** may agree to subordination a loan if the mortgage company supplies an appraisal showing that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit.

# ELIGIBLE PROPERTY IMPROVEMENTS

## A. Eligible Improvements

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, applicable code violations, as well as any other cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

**At least one major system must be replaced or included in the repairs, which include one of the following:**

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

**The related work may include, but not be limited to the following:**

- Interior trim work,
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

## B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

### C. Rehabilitation Standards

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

### D. Certification of Standard

All code deficiencies noted in the inspection report must be corrected and rehabilitated. Units must be in compliance with the standards proscribed in sub-section C above upon issuance of a certificate of completion or occupancy. The program inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

### E. Emergency Repairs

A situation relating to a safety and/or health hazard for the occupants would constitute an emergency. A municipal inspector will confirm the need for such work. In emergency cases, the formal solicitation process will not be followed. A minimum of three (3) estimates will be obtained when possible for the “emergency” work. However, eligibility, as stated in Section I, subsection B, must be determined prior to soliciting estimates. Application for additional non-emergency work may be made in accordance with the procedures outlined in this Operating Manual. The funding for the emergency work and any additional rehabilitation may not exceed the program financing provisions in Section II, sub-section A.

## OVERVIEW OF ADMINISTRATIVE PROCEDURES

### A. Application/Interview

Property owners interested in participating in the housing rehabilitation program may submit preliminary applications to the program staff. Preliminary applications are available at the following locations:

Ocean City  
861 Asbury Ave  
609-399-6111

Upon request, the program staff will mail a preliminary application to an interested property owner.

Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The program staff will contact the tenants to provide evidence of income eligibility of the occupants of the units.

**Applications will be processed in the order of receipt.** Only emergency situations shall be handled out of the order of receipt.

## B. Income Eligibility and Program Certification

Property owners of renter-occupied units must submit the following documentation:

- Copy of the deed to the property.
- Proof that property taxes and water and sewer bills are current.
- Proof of property insurance, including liability, fire and flood insurance where necessary.

If after review of the income documentation submitted by the applicant's tenants, the tenant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if the each tenants' income exceeds current income limits.

The program staff will arrange for a title search of all properties entering the program.

Upon confirmation of income eligibility of the applicant's tenants, the program staff will send a letter to the applicant certifying the applicant's and or tenant's eligibility. Eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter of certifying eligibility, the applicant will be required to reapply for certification.

## C. Housing Inspection/Substandard Certification

Once determined eligible, the program staff will arrange for a qualified, program inspector to inspect the entire residential property.

The program inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All required repairs would be identified.

## D. Ineligible Properties

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be ineligible, the program staff will send a letter delineating the reasons for the determination of ineligibility. An applicant's property may be determined ineligible for any one of the following reasons:

- Title search is unfavorable.
- Property does not need sufficient repairs to meet eligibility requirements.
- Real estate taxes are in arrears.
- Proof of property insurance not submitted.
- Property is listed for sale.
- Property is in foreclosure.
- Total debt on the property will exceed the value of the property.

**Ocean City** may disqualify properties requiring excessive repairs to meet municipal housing standards. The estimated or bid cost of repairs must exceed 50 percent of the estimated after-rehabilitation value of the property for the municipality to exclude the property if after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be eligible, the inspector will then certify that the dwelling is substandard by completing and signing the Certificate of Substandard Form and submitting this to the program staff.

## E. Cost Estimate

The program inspector will prepare a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifics on the materials to be used. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Preliminary Work Write-up with the property owner.

Only required repairs to units occupied by income eligible households will be funded through the housing rehabilitation program. If the property owner desires work not fundable through the program, including work on a non-eligible rental unit in a multi-unit building or improvements not covered by the program, such work may be added to the work write-up if the property owner provides funds to be deposited in the municipality's Housing Trust Fund prior to the commencement of the rehabilitation of the property equivalent to *(110 percent or a higher percentage)* of the estimated cost of the elective work. Such deposited funds not expended at the time of the issuance of a certificate of completion/occupancy will be returned to the property owner with accrued interest.

## F. Contractor Bidding Negotiations

After the unit and the unit occupant have been certified as eligible, the program staff will provide bid request to the approved contractors on bid list. The program staff and property owner will then review these bids. The lowest responsible trade contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

Property owners may seek proposals from non-program participating contractors. However, the Township must pre-approve the contractor prior to submitting a bid.

## G. Contract Signing/Pre-Construction Conference

Program staff will meet with the property owner to review all bids by the various trades. This review will include a Final Work Write-up and Cost Estimate. The Contractor Agreement will be prepared by the program staff, as well as the Borrower's Agreement covering all the required terms and conditions.

The program staff will then call a Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include: Contractors Agreement(s), a Restricted Covenant, Mortgage and Mortgage Note. The property owner, program staff representative, and contractor will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within fifteen (15) calendar days of the date of the conference and be totally completed within ninety (90) days from the start of work, will be issued to each contractor at this Conference.

## H. Progress Inspections

The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work

outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements.

#### **I. Change Orders**

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program staff will have the qualified professional(s) inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order. Additionally, if the applicant is not funding the additional cost, new financing documents will be executed reflecting the increase.

#### **J. Payment Schedule**

The contract will permit two progress payments to the contractor. First payment is made when the project is halfway completed. Second (final) payment upon completion. The contractor will submit a payment request. The applicant will sign a payment approval if both the applicant and housing/building inspector are satisfied with the work performed. The municipality will then release the payment. Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable) and the program staff receives a Property Owner Sign-off letter.

#### **K. Appeal Process**

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the City Council for a hearing. The Council will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the payment. The municipality's decision will be binding on both the applicant and the contractor.

#### **L. Final Inspection**

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted and photographs taken. The program staff (or a representative), the property owner, and the necessary contractors shall be present at the final inspection to respond to any final punch list items.

#### **M. Record Restricted Covenant and Mortgage Documentation**

Program staff will file the executed Restricted Covenant and Mortgage with the County Clerk.

#### **N. File Closing**

After the final payment is made, the applicant's file will be closed by the program staff.

# CONTRACTOR RELATED PROCEDURES

## A. Contractor Selection

Contractors must apply to the program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors also must submit documentation proving financial stability. Contractors must carry workmen's compensation coverage and liability insurance of at least \$100,000/\$300,000 for bodily injury or death and \$50,000 for property damage. Only program tradesmen will be permitted to perform specialty work such as plumbing, heating and electrical.

## B. Number of Proposals Required

The property owner will select a minimum of three general contractors from a list of pre-approved contractors. Property owners may not select contractors who do not appear on the list.<sup>3</sup> The approved work write-up will be submitted to the selected contractors by the program staff. Contractors must visit the property and submit bids within 14 days. The contract will be awarded to the lowest bidder<sup>4</sup>, provided that the housing/building inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within 20 percent of the cost estimate.

## C. Contractor Requirements

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff to be attended by the property owner and contractor. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff.

# MAINTENANCE OF RECORDS

## A. Files To Be Maintained on Every Applicant

The program staff will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form
- Tenant Information Form (Rental Units Only)
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

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<sup>3</sup> The program permits a property owner to seek proposals from non-program participating contractors. However, Program Staff must pre-approve the contractor prior to submitting a bid.

<sup>4</sup> If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

**B. Files of applicants approved for the program will also contain the following additional documentation:**

- Housing Inspection Report
- Photographs - Before
- Certification of Property Eligibility or Determination of Ineligibility
- Proof of Homeowners Insurance
- Copy of Deed to Property

**C. For properties determined eligible for the program where the applicants choose to continue in the program, the files shall contain the following:**

- Work Write-Up/Cost Estimate
- Copies of Bids
- Applicant/Contractor Contract Agreement
- Recorded Mortgage/Lien Documents
- Copies of All Required Permits
- Contractor Requests for Progress Payments
- Progress Payment Inspection Reports
- Progress Payment Vouchers
- Change Orders (If needed)
- Final Inspection Report
- Photographs - After
- Certification of Completion and Release of Contractor's Bond

Individual files will be maintained throughout the process.

**D. Rehabilitation Log**

A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

**E. Monitoring**

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Development Fees expended
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls

- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

## PROGRAM MARKETING

Upon the initial implementation of the program, the municipality will market the program as follows: 1). the municipality will include flyers with the tax bills and/or water bills to property owners currently owning rental units; 2). The municipality will advertise the program in the local newspaper, the Criterion, and on METV, the local cable station and 3). Program information will be available at the municipal building, library, and on the municipal website.

Prior to commencement of the program and periodically thereafter, the municipality will hold informational meetings on the program to all interested contractors. Each contractor will have the opportunity to apply for inclusion of the municipal contractor list.

## INTRODUCTION: Rental Procedures

This Operating Manual has been prepared to assist in the administration of a For-Rent Program for **Ocean City**. It will serve as a guide to the program staff. This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures. This manual explains the steps in the initial rental process and in the re-rental process. It describes the eligibility requirements for participation in the program, record keeping and overall program administration.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws<sup>1</sup>, the Uniform Housing Affordability Controls (UHAC) NJAC 5:80-26.1 et seq.<sup>2</sup>, the substantive rules and the affordable housing regulations of **Ocean City** (hereafter referred to as the “Regulations”).

In accordance with the Federal Fair Housing Act and Equal Opportunities laws it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status.

### What is Affordable housing?

Affordable housing, unlike market-rate housing, is subject to affordability controls that restrict the price for a specified duration as mandated by relevant regulations. This duration typically spans 30 years or more. A rental unit is considered “affordable” under State regulations if the household pays 35% or less of its gross income on housing costs. In age-restricted units, households can spend up to 40% of their household income on housing expenses. Regulations for ownership, or for sale affordable housing, permit buyers to spend up to 33% of their gross household income on housing expenses.

Housing expenses are defined differently for ownership (for sale) Affordable Housing and rental housing.

In the case of ownership (for sale) Affordable Housing expenses are defined as:

- Primary mortgage principal, and interest;
- Local real estate taxes;
- Condominium or association dues, if any; and
- Homeowners insurance.

The following constitutes housing expenses for rental units:

- Rent; and
- Tenant-paid utilities.

Affordable housing is priced to be affordable to households earning up to 80% of the regional area median income by household size.

<sup>1</sup> [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/fair\\_housing\\_act\\_overview](https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview)

<sup>2</sup> [https://www.nj.gov/dca/services/lps/hss/admin\\_files/uhac/2006uhacmanual.pdf](https://www.nj.gov/dca/services/lps/hss/admin_files/uhac/2006uhacmanual.pdf)

## Who Qualifies for Affordable Housing?

To be eligible for affordable housing in New Jersey, a household's income must be below the income limit for the region in which the affordable housing is located, either for low or moderate levels:

- A *moderate-income household* earns between 50 percent and 80 percent of the area median income by household size.
- A *low-income household* is classified as earning less than 50 percent of the area median income by household size.
- The Fair Housing Act included an additional requirement for *very low-income households*, classified as earning less than 30 percent of the area median income by household size.

The 2008 New Jersey Fair Housing Act amendments require municipalities to provide at least 13% of affordable units post-2008 in their fair share plans to very low-income households earning 30 percent or less of median income by household size.

The six housing regions consist of up to four counties:

Region	Counties
1	Bergen, Hudson, Passaic, Sussex
2	Essex, Morris, Union, Warren
3	Hunterdon, Middlesex, Somerset
4	Mercer, Monmouth, Ocean
5	Burlington, Camden, Gloucester
6	Atlantic, Cape May, Cumberland, Salem

The Regional Income Limits Chart provides income limits for each of the six housing regions. Median incomes, and therefore income limits, differ by region. Income limits are updated annually in the Spring of each year.

Applicants do not have to currently live in the region if they are interested in applying for an affordable unit. An applicant's income qualification is determined by the Regional Income Limits for where the unit is located rather than where the applicant currently lives.

## Affordable Housing Programs and Opportunities

A copy of the **Ocean City** Housing Element and Fair Share Plan is available at:

Ocean City  
861 Asbury Ave  
609-399-6111

## Other Affordable Housing Programs and Opportunities

A wide variety of organizations and agencies administer affordable housing. Under the Fair Housing Act's jurisdiction, each New Jersey community has a Municipal Housing Liaison responsible for helping the local affordable housing program. Individuals interested in applying for affordable housing should contact the Municipal Housing Liaison in the community they are interested in living in. Some communities administer their affordable housing and have their own application process. If not, the Municipal Housing Liaison can direct applicants to developers, nonprofit agencies, State agencies, or consultants that may administer affordable housing within the community.

The *New Jersey Housing and Mortgage Finance Agency* has established New Jersey's Housing Resource Center, an online, searchable database of affordable housing in the State. The Housing Resource Center provides a listing of available, affordable housing. Available units are listed with contact and application information. Visit the Housing Resource Center at [www.njhrc.gov](http://www.njhrc.gov).

The *Affordable Housing Professionals of New Jersey* maintains a web page with a comprehensive list of affordable housing opportunities in New Jersey. Please visit <https://ahpnj.org/housing-search> for more information.

## Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making an application to buy or rent a home with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please get in touch with the New Jersey Division on Civil Rights at 1-866-405-3050 or <https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/>.

# AFFIRMATIVE MARKETING

## Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using the Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments to housing units which are being marketed by an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to identify households who are least likely to apply for affordable housing and to target households throughout the entire housing region in which the units are located.

Every Affirmative Marketing Plan must include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- Publication on at least one housing search website, plus one additional digital strategy such as digital paid ads, social media or an additional housing search website.
- At least one additional regional marketing strategy, such as advertisement in a local publication, mailings to major employer(s), or community and regional organizations such as non-profit, religious, and civic organizations.

## Online Advertising

To comply with the rules of the Fair Housing Act the developer, owner, or Administrative Agent of affordable units must affirmatively market units through newspaper, digital marketing, and housing search websites. To stay current with changes in technology and how the public searches for housing, the owner, developer, property manager, or other administrative entity will be required to post rental units onto the NJHMFA's Housing Resource Center (HRC) under P.L. 2020, c.51, effective November 1, 2020. Any affordable units listed for the first time, existing units expected to become available, and opened waiting lists for current and future units must be listed on the HRC. All postings should include a link to an online fillable pre-application or downloadable application and information on obtaining a paper application.

For each affordable housing rental opportunity within the city, the Affirmative Marketing Plan must include the following information:

- The address of the project and development name, if any
- The number of rental units
- The price ranges of the rental units
- The number of bedrooms in the units
- The name and contact information of the Administrative Agent
- A description of the Random Selection method that will be used to select applicants for affordable housing and the date on which the first Random Selection will be conducted.
- Disclosure of required application fees, if any.

Advertisements must contain the following information for each Affordable Housing opportunity:

- The location of and directions to the units
- A range of prices for the housing units
- The number of bedrooms in the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The website where interested households may complete a pre-application
- The name and contact information of the Administrative Agent
- A description of the Random Selection method that will be used to select applicants for affordable housing and the date on which the first Random Selection will be conducted.

It is also recommended that the following information be included in the advertisements:

- Last date applications will be accepted.
- A statement concerning the availability of credit, budget, and homeownership counseling services.
- If already adopted by ordinance, a statement concerning regional or veteran preference.
- “Visit [www.njhrc.gov](http://www.njhrc.gov) for more affordable housing opportunities.”

### Implementation of the Affirmative Marketing Plan

The affirmative marketing process for affordable units should begin at least four months before expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all the strategies outlined in the Affirmative Marketing Plan. Advertising and outreach shall occur during the first week of the marketing program and each month after that until all the units have been rented. The Administrative Agent shall market and advertise each project separately during each project’s initial affirmative marketing. Applications for affordable housing shall be available in several locations through the Affirmative Marketing Plan. The period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

### MATCHING HOUSEHOLDS WITH AVAILABLE UNITS

The Administrative Agent uses a two-step process to match available units with potential tenants and buyers of affordable homes. First, anyone interested in buying or renting an affordable unit must complete a pre-application. The pre-application is brief and designed to collect only the information necessary to assess a household’s income and bedroom requirements for available units. Pre-applications may be submitted online or via paper.

Once a pre-applicant has been part of a random selection and has been potentially matched with an available unit, they will be required to complete a full application. The application collects detailed information on each household member, including their income, assets, and other information necessary to determine the household’s eligibility according to the UHAC regulations.

## The Random Selection Process

UHAC requires communities to include a “random selection” among interested applicants when an affordable housing unit is available. Random selection ensures “that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit.” The initial Random Selection for a given project may be conducted no sooner than sixty (60) days following the start of the Affirmative Marketing Plan.

The Affirmative Marketing Plan details the specific steps of the random selection process.

## Identifying Candidates for Available Units

The Administrative Agent will use the following process to test each applicant against the available unit(s) in the order of their random selection.

1. Regional Preference Test. If applicable, pre-applicants that live or work in Ocean City will be considered first as per the City Affirmative Housing Ordinance establishing a preference for pre-applicants that live or work within the COAH Region.
2. Veteran Preference Test. If applicable to the available unit(s), pre-applicants who served in time of war or other emergency, as defined in section 1 of P.L.1963, c. 171 (C.54:4-8.10) and who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units.
3. Bedroom Test. Next, the number of bedrooms in the available unit(s) will be tested against the random selection list. If the first pre-applicant qualifies for a unit with a different number of bedrooms, they will be skipped, and the next pre-applicant will be evaluated. Once a match is made between the available unit(s) and a pre-applicant, the following criteria will be tested.
4. Income Test. The first pre-applicant on the random selection list that meets the bedroom test will then be tested to ensure their reported income is sufficient to afford the housing expenses of the available unit. See *Maximum Monthly Expenses*.
5. If the database record for the pre-applicant is more than six months old, the AA will contact the pre-applicant to update their gross household income, household size, and bedroom requirement. Any changes will be made to the random selection list and the pre-applicant database.

## Confirming the Interest of a Candidate

A pre-applicant that passes the Regional Preference, Veteran Preference (if applicable), Bedroom, and Income Tests is considered a viable candidate for the available unit and will be contacted to determine their interest in the available unit. The Administrative Agent will provide the candidate with essential information about the unit, including current rent (or sales price). Other information may include amenities, parking availability, HOA/association dues, real estate taxes, and potential availability date. If the candidate is interested in the unit, they will be instructed by the Administrative Agent to contact the Landlord, Property Manager, or seller of the unit to visit the unit. Prospective buyers must provide a mortgage pre-approval letter before visiting an available unit before they are referred to the seller to view the unit.

If the candidate is interested in moving forward after seeing the unit, the Administrative Agent will make the full application available. Prospective buyers and renters are given 48 hours to decide if they want to move forward after visiting an available unit. Before completing a full application, prospective tenants must first meet the Landlord's tenant selection criteria. The candidate will be instructed to complete the full application and attach all of the required source documents listed on the application.

## Full Application & Income Certification Process

An applicant who has confirmed their interest in buying or renting an available, Affordable Housing unit will be required to complete a full application and provide the required documentation listed in the application for household certification. Those documents include the following:

The application must be complete and signed before the Administrative Agent reviews an application. In addition, all applicable source documents are required before reviewing the application.

It may be necessary for the Administrative Agent to collect additional information and documentation from the applicant beyond the items listed above. The Administrative Agent will notify applicant households in writing of certification or denial within 20 days of the determination.

Once approved, a certified household for an ownership unit will have a contract of sale drawn up and executed with the seller. Then, the certified household will move through the purchasing process to closing with the guidance of their lender and chosen title company.

See *Household Certification* for more information on how eligibility is determined.

## HOUSEHOLD CERTIFICATION PROCESS

Before any household can rent or buy an affordable unit, the Administrative Agent must certify the household as eligible. Certification of a household involves verifying two critical pieces of data: 1) Household size and composition, including gender, and 2) The total household income. The certification process begins once the applicant submits a completed full application along with all required documentation. After the eligibility documents and supporting data have been collected, the Administrative Agent will review the information and calculate the household's income to determine eligibility.

### Procedure for Income-Eligibility Certification

The Administrative Agent shall require each member of an applicant household who is 18 or older to provide documentation to verify their income. The household shall have ten (10) business days from the first notification to submit all required documents. Income verification documentation includes, but is not limited to, the following for every member of a household who is 18 years of age or older:

- Copies of driver's license or state IDs for all adults in the household
- Copies of social security cards for all members of the household
- Copies of birth certificates for all members of the household.
- Four (4) most recent consecutive pay stubs for each source of income for every working member of the household. Proof of employment income may include documentation of bonuses, overtime, or tips, or a letter from the employer stating the current annual income. For self-employed applicants, a current certified Profit and Loss Statement and Balance Sheet are required.
- Copies of full Federal and State income tax returns (all pages) and W2s for the preceding three (3) tax years for each working adult in the household.
- A letter or appropriate reporting form verifying monthly benefits, such as
  - Social Security income including children
  - Unemployment
  - Welfare or TANF
  - Disability or Worker's Compensation
  - Pension income
  - Where applicable, the most recent award letter for SSI or SSD.
- A notarized letter, court order, or statement verifying any other sources of income claimed by the applicant, such as alimony or child support.
- Six (6) consecutive months of complete statements (all pages) for all savings and checking accounts. This includes bank statements, passbooks, and income reports from banks or other financial institutions that hold or manage trust funds, money market accounts, certificates of deposit, stocks, or bonds.
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Other documentation that may be necessary to document any other source of income fully must be provided upon request.

The following is a list of various types of wages, payments, rebates, and credits. Those considered as part of the household's income are listed under Income. Sources not considered part of the household's income are listed under Not Income.

The following is a list of various types of wages, payments, rebates, and credits. Those considered as part of the household's income are listed under Income. Sources not considered part of the household's income are listed under Not Income.

### Income

- Wages, salaries, tips, commissions
- Alimony
- Regularly scheduled overtime
- Pensions
- Social security
- Unemployment compensation
- Temporary Assistance to Needy Families (TANF)
- Verified regular child support
- Disability
- Net income from business or real estate
- Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
- Imputed interest (using a current average annual rate of two percent) from non-income-producing assets, such as equity in real estate. Rent from real estate is considered income after deducting any mortgage payments, taxes, and property owner's insurance.
- Rent from real estate is considered income
- Any other forms of regular income reported to the Internal Revenue Service

### Not Income

- Income received on behalf of foster children
- Rebates or credits received under low-income energy assistance programs
- Food stamps
- Relocation assistance benefits
- Income of live-in attendants
- Scholarships
- Student loans
- Personal property such as automobiles, clothing, household items
- Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
- Part-time income of persons enrolled as full-time students
- Court-ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

## Student Income

Only the full-time income from a full-time job held by a full-time student is considered income. A full-time student is a household member enrolled in a degree-seeking program for 12 or more credit hours per semester. Part-time income is a job of less than a 35-hour per week.

## The Real Estate Asset Limit

If an applicant's primary residence has no mortgage debt and is valued at or above the regional asset limit as published annually by the New Jersey Housing and Mortgage Finance Agency (NJHMFA) with the Annual Regional Income Limits Chart (see Appendix A), the household will be determined ineligible for certification.

However, if the applicant's existing monthly housing costs, including taxes, homeowner insurance, and condominium or homeowner association fees, exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant must provide a recent Market Value Appraisal or Realtor Comparative Market Analysis on the home they own unless the applicant has mortgage debt on the house or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income in which case the applicant is exempt from the asset limit.

Before obtaining a professional appraisal, the applicant should review the property's tax appraisal and current market value and compare them to the asset limit to avoid unnecessary expenses. The statewide asset limit is \$300,000. For instance, if homes are commonly sold in the applicant's neighborhood for over \$300,000, it is unlikely that an appraisal will determine a value below the asset limit.

## Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deducting any mortgage payments, real estate taxes, property owner insurance, and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the property's value. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Then, based on current money market rates, interest will be imputed on the determined value of the real estate. The imputed interest will be added to the household's annual income.

### Maximum Monthly Expenses

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). Therefore, the Administrative Agent will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

### Maximum Monthly Expenses for Tenants

A certified household cannot lease a restricted rental unit requiring more than 35 percent of the verified household income (40 percent for age-restricted units) to pay rent and utilities. However, at the discretion of the Administrative Agent, this limit may be exceeded if:

- The household currently pays more than 35 percent (40 percent for a household seeking age-restricted units) of its gross household income for rent, and the proposed rent will reduce the household's housing costs;
- The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets with which the household proposes to supplement the rent payments or
- The household documents proposed third-party assistance from an outside source, such as a family member in a form acceptable to the Administrative Agent and the Owner of the unit; and
- The household receives budget counseling.

### Housing Counseling

The Administrative Agent is responsible for providing referrals for counseling as a part of the Affirmative Marketing Plan and during the application process. Although housing counseling is recommended, a household must only attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or one approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. If the Administrative Agent is not authorized by HUD or the NJ Department of Banking and Insurance, the Agent will make referrals to one of the HUD-approved housing counseling agencies in New Jersey. This counseling to low- and moderate-income housing applicants will focus on budgeting, credit issues, and mortgage qualification and is free of charge. A list of non-profit counselors approved by HUD and the New Jersey Department of Banking and Insurance is included on DCA's website and is available from the Administrative Agent.

## The Applicant Interview

The prospective applicant may meet with the Administrative Agent to review the certification and random selection processes in detail and ask any questions they may have about the project or the process. The Administrative Agent is prepared to complete the certification process via virtual meeting, telephone, mail, and email. If an interview is to be conducted, the Administrative Agent will attempt to achieve the following objectives:

- Confirm and update all information provided on the application.
- Explain program requirements, procedures for verifying information, and penalties for providing false information. Ask the head of household, co-head, spouse, and household members over 18 to sign the Authorization for Release of Information forms and other verification requests.
- Review the applicant's identification and financial information and documentation, ask questions to clarify the application information, and obtain any additional information needed to verify the household's income.
- Make sure the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). In addition, the applicant must give a written certification as to whether any household member did or did not dispose of any assets for less than the fair market value during the past two years.

## Approving or Rejecting a Household

Administrative Agents must notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination. Households with a verified total household income that exceeds 80 percent of the current Regional Income Limit (Appendix A) for the appropriate family size are ineligible to buy or rent an affordable unit. A letter rejecting the household's application shall be mailed or emailed to the household.

Similarly, households with a verified total household income that is within the income limits but too low to afford any units administered by the Administrative Agent shall be sent a letter rejecting the household's application and referring them to housing counseling.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the Administrative Agent cannot place the household in a restricted unit after 180 days, an extension may be granted once the household's eligibility is verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent must secure from the applicant a signed and notarized acknowledgment of their requirements and responsibilities of renting or owning a restricted unit. In addition, UHAC's Disclosure Statement shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for a down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines the applicant made a willful or material misstatement of fact.

### Dismissal of Applications

Applications can be dismissed for one or more of the following reasons:

- The application is not signed or submitted on time.
- The applicant commits fraud, or the application is not truthful or complete.
- The applicant cannot or does not provide documentation to verify their income or other required information when due.
- The household income does not meet a particular property's minimum or maximum income requirements.
- The applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit as published annually.
- The applicant fails to respond to any inquiry promptly.
- The applicant is non-cooperative or abusive with the staff, property manager, or landlord.
- The applicant changes address or other contact information without informing the Administrative Agent in writing.
- The applicant does not meet the credit standard or other lawful requirements set forth by managers of rental properties.
- The applicant fails to verify attendance in a credit counseling program when required to do so by the program rules.
- The applicant does not promptly respond to periodic update inquiries.
- The applicant fails to sign the Compliance Certification, Certificate for Applicant, and Lease Document, as may be required.
- The applicant, once approved, fails to sign the lease promptly.

Applicants who are dismissed must re-apply. A minimum period of six months applies where the applicant has been denied for fraud, uncooperative behavior, or other serious matters.

Applicants will be removed from the applicant pool once approved for an affordable unit. Applicants are not removed from the applicant pool if they do not respond to a Notice of Availability.

# ROLES AND RESPONSIBILITIES

## Key Roles

The *Municipal Housing Liaison (MHL)* is a **Ocean City** full-time employee. The MHL serves as the main point of contact for residents, developers, and stakeholders interested in learning more about the Township's efforts to create affordable housing. The *Administrative Agent (AA)* is responsible for the overall administration of affordable housing portfolio and various related affordable housing programs. The Administrative Agent is a private consultant:

Triad Associates

1301 W. Forest Grove Road, Building 3 Vineland,  
NJ 08360

P: (856) 690-5749

F: (856) 690-5622

Email: [housing@triadincorporated.co](mailto:housing@triadincorporated.co)

Website: [www.triadhousingprograms.com](http://www.triadhousingprograms.com)

## Responsibilities of the Municipal Housing Liaison

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the City Affordable Housing Attorney, where appropriate (see Responsibilities of the Affordable Housing Attorney). The primary purpose of the Municipal Housing Liaison is to ensure that all affordable housing projects are established and administered according to applicable regulations. The duties of the Municipal Housing Liaison include the following:

- Monitor the status of all restricted units, regardless of any arrangements the City may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in the community.
- Serve as the City primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. In addition, the Municipal Housing Liaison serves as the primary point of contact on affordable housing issues. Therefore, interested applicants should be provided with information on the types of affordable units within the City and, where applicable, the name of the Administrative Agent who manages the units and the contact information for the Administrative Agent.
- Compile, verify, and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual monitoring report. However, the Municipal Housing Liaison's responsible for collecting and verifying this data and consolidating it into the annual report.

- Coordinate meetings with Administrative Agents and Developers/Affordable Housing Sponsors/Owners. When a new affordable unit or series of units is in the planning process, the Municipal Housing Liaison should coordinate a meeting between the Administrative Agent and the developer, affordable housing sponsor, or owner. This initial meeting aims to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all related local ordinances.

*The Municipal Housing Liaison, in conjunction with the Affordable Housing Attorney, must have the affordable housing provisions of any Master Deed and Public Offering reviewed for consistency with UHAC regulations before they are recorded and submitted to DCA for approval.*

### **Responsibilities of an Administrative Agent**

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in their portfolio are rented to eligible households. Administrative Agents must:

- Secure written acknowledgment from all developers, affordable housing sponsors, and owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.
- Create and adhere to an Operating Manual. Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.
- Implement the Affirmative Marketing Plan. The Administrative Agent, the developer, the affordable housing sponsor, or the owner could be responsible for implementing the Affirmative Marketing Plan. This responsibility should be discussed with the Municipal Housing Liaison, Administrative Agent, developer, affordable housing sponsor, or owner at the first meeting. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs have been delegated to the developer in accordance with the adopted Affirmative Marketing Plan.
- Accept applications from interested households. Interested households will contact the Administrative Agent in response to marketing initiatives or by referral from the Municipal Housing Liaison. The Administrative Agent will supply applicants with applications, provide additional information on available units, and accept completed applications.
- Conduct a random selection of applicants for the rental of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances and as described in the Operating Manual.

- Create and maintain a pool of applicant households. This includes contacting households in the applicant pool to determine continued interest and household size and income changes.
- Determine the eligibility of households. Collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination of a household's eligibility must be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and maintain strict confidentiality of all information regarding that household. In addition, an Administrative Agent is required to ensure that all certified applicants execute a Disclosure Statement acknowledging the rights and requirements of renting or owning an affordable unit.
- Establish and maintain effective communication with property managers and landlords. Property managers and landlords of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all property managers and landlords of any changes to the Administrative Agent's contact information or business hours. Property managers and landlords should be instructed to contact the Administrative Agent immediately:
  - Immediately upon learning that an affordable rental unit will be vacated.
  - For review and approval of annual rental increases.
  - Provide annual notification of maximum rents. Each year, when AHPNJ releases its low-and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact information must be included in the notification if the tenant is overcharged.
  - Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining the originals of all legal instruments for the units in their portfolio. In addition, throughout the duration of a control period, an Administrative Agent must maintain a file containing its affordability control documents. This includes but is not limited to, the recorded Declarations of Covenants, Conditions, Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, and Recapture Mortgage Notes.
  - Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the attorney's counsel on legal matters threatening the durability of the affordability controls.
  - Provide annual activity reports to the Municipal Housing Liaison for use in the annual required monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in the Administrative Agent's portfolio.
  - Maintain and distribute information on HUD-approved Housing Counseling Programs.

### Responsibilities of the Affordable Housing Attorney

The Affordable Housing Attorney assists **Ocean City** developing, administrating, and enforcing affordability controls, including but not limited to the following:

- Assisting the Municipal Housing Liaison with reviewing the affordable housing provisions of any Master Deed and Public Offering for consistency with UHAC regulations before they are recorded and submitted to DCA for approval.
- Providing all reasonable and necessary assistance to support the Administrative Agent's efforts to ensure compliance with the housing affordability controls, including reviewing legal documents and legal actions required on foreclosures and violations.

### Responsibilities of Developers

When a new affordable unit or series of units is in the planning process, the affordable housing developer should contact the Municipal Housing Liaison, who shall coordinate a meeting with the Administrative Agent, where applicable, and the developer, affordable housing sponsor, or owner.

This initial meeting aims to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all related local ordinances- that the City has already adopted.

The Administrative Agent will secure from the developer written acknowledgment that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

### Responsibilities of Owners of Rental Affordable Rental Units

Open and direct communication between the Owners of affordable rental units, the Municipal Housing Liaison, and the Administrative Agent is essential to the ongoing administration of affordability controls. Although the Administrative Agent is required to serve as the primary point of contact with households, the Owner must provide the Municipal Housing Liaison and Administrative Agent with information on vacancies. Owners of rental developments are also responsible for working with the Administrative Agent to ensure that the Municipal Housing Liaison has all the necessary information to complete the annual reporting.

### Responsibilities of Landlords and Property Managers

Landlords and property managers must place a notice in all rental properties annually informing residents of the rent increase for the year and the contact information for the Administrative Agent.

## APPLICATION PROCESS AND FEES

In compliance with the Fair Chance in Housing Act (FCHA), N.J.S.A. 46:8-52 to -64 effective January 1, 2022, criminal background information may be obtained after a conditional offer is made. Potential renters must be made aware that criminal background information will be obtained before a final rental offer is made. The application process for vacant rental units are as follows:

1. The Administrative Agent will conduct pre-screening for income eligibility and availability of applicants in the Applicant Pool and refer applicants, in lottery number order, to the leasing/management office;
2. Upon receipt of referral, the leasing/management staff can run a credit check and accept an application. This cannot include criminal background check. Application fees required for candidates for affordable housing units may not exceed the fees charged to market candidates in the same project. If the application is approved, the landlord shall inform Triad of the determination.
3. Triad will conduct a full income certification and send the certification back to the leasing/management office. If approved, a landlord can make a conditional offer for the unit and conduct a criminal background check. If denied, the applicant and leasing/management staff will be notified in writing by Triad.
4. If an applicant is denied based on their criminal background check (according to the Fair Chance in Housing Act criteria) both the applicant and Triad shall be notified in writing that a decision was made not to proceed with renting the unit to the applicant, to include a detailed explanation for the denial. If approved, a landlord can enter into a lease and send the executed lease and certification back to Triad for our records.

Additional resources can be found on the Division on Civil Rights website: <https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/fcha/>.

# DETERMINING AFFORDABLE RENTS

## Development Considerations and Compliance Issues

There are several regulations that must be considered from the *development perspective* before the rents of individual units can be calculated. The following is a summary of the requirements for affordable projects.

Bedroom Distribution. The standards on the distribution of unit sizes for affordable developments require that:

- The combined number of efficiency and one-bedroom units may be no greater than 20 percent of the total low- and moderate-income units;
- At least 30 percent of all low- and moderate-income units must be two-bedroom units;
- At least 20 percent of all low- and moderate-income units are three-bedroom units; and The remainder has been allocated

Pricing by Household Size. Initial rents are based on targeted “model” household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These maximum sales prices and rents are based on the Annual Regional Income Limits Chart at the time of occupancy.

The below rules are only to be used for setting initial rents. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

Affordability	Size of Unit	Household Size Used to Determine Maximum Rent
A studio shall be affordable to a one-person household	Studio/Efficiency	1
A one-bedroom unit shall be affordable to a one-and one-half person household	1 Bedroom	1.5
A two-bedroom unit shall be affordable to a three-person household	2 Bedrooms	3
A three-bedroom unit shall be affordable to a four-and one-half person household	3 Bedrooms	4.5
A four-bedroom unit shall be affordable to a six-person household	4 Bedrooms	6

## Determining Initial Rents

To determine the affordable rents the Administrative Agent uses the approved UHAC Affordable Housing calculators provided by the New Jersey Housing and Mortgage Finance Agency (NJHMFA).

## Additional Regulations for Rental Developments

In addition to the regulations covered earlier in the Section Development Considerations and Compliance Issues, rental projects must also comply with the following regulations:

**Split Between Low- and Moderate-income Rental Units.** At least 50 percent (of the affordable units within each bedroom distribution (unit size) must be low-income units and at least 13 percent of the affordable units within each bedroom distribution must be affordable to households earning no more than 30 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households.

**Affordability Average.** The average rent for all affordable units cannot exceed 52 percent of the regional median income. At least one rent for each bedroom type must be offered for both low-income and moderate-income units. Calculation of the affordability average is available on DCA's website.

**Maximum Rent.** The maximum rent of restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of the regional median income.

## Determining Rent Increases

Annual rent increases are permitted in affordable units. Rent increases are permitted at the anniversary of tenancy according to New Jersey Housing and Mortgage Finance Agency's Annual Regional Income Limits Chart, available on New Jersey Housing and Mortgage Finance Agency's website. These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. The maximum allowable rent would be calculated by starting with the rent schedule approved as part of initial lease-up of the development, and calculating the annual approved increase from the initial lease-up year to the present. Rents may not be increased more than once a year, may not be increased by more than one increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

## VIOLATIONS, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner of a rental development, the Administrative Agent shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it will cause irreparable harm to the municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low- and moderate-income housing. Upon the occurrence of a breach of any of the regulations governing the affordable units by an Owner of a rental development, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, 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.

## Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Commissioner of the Executive Director of the NJ Housing Mortgage and Finance Agency:

NJ HMFA  
Executive Director 637 South Clinton Avenue  
P.O. Box 18550  
Trenton, NJ 08625

The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action.

## MAINTENANCE OF RECORDS & APPLICANT FILES

Pursuant to NJAC 5:80-26.14(a)8, NJAC 5:80-26.15(c) and NJAC 5:80-26.17 current records must be maintained by the Administrative Agent and outdated records must be given to the municipality for safe-keeping. A file must be created and maintained on each restricted unit for its control period.

Administrative Agents maintain detailed records on all marketing initiatives.

### Files To Be Maintained on Every Applicant

The Administrative Agent will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form.
- Tenant Information Form
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility.

### Files To Be Maintained on Every Unit

The Administrative Agent will maintain files on every unit for the length of the affordability controls. The unit file will contain at a minimum:

- Base rent
- Identification as low- or moderate-income
- Description of number of bedrooms and physical layout
- Floor plan
- Application materials, verifications and certifications of all present owners, pertinent correspondence
- Copy of lease
- Disclosure Statement

### Files to Be Maintained on Every Project

The Administrative Agent will maintain files on every project for the length of the affordability controls. The project file will contain at a minimum:

- Condominium Master Deed
- Condominium Public Offering
- Crediting Information
- Original deed restriction
- Affordability control documents, including Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes, Disclosure Statement

### Files To Be Maintained on The Applicant Pool

- Any changes to the applicant pool
- Any action taken with regard to the applicant pool
- Any activity that occurs that affects a particular applicant
- Current applications for all applicants whose status is active in the applicant pool
- The application, the initial rejection notice, the applicant's reply to the notice, a copy of the Administrative Agent's final response to the applicant, and all documentation of the reason the applicant's name was removed from the applicant pool.

Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80- 26.17 current records must be maintained by the Administrative Agent and outdated records must be given to the municipality for safe-keeping. A file must be created and maintained on each restricted unit for its control period.

### Monitoring

The information required for each unit includes but is not limited to the following:

- A Recorded Deed for each project
- Street Address
- Block/Lot/Qualifier/Unit Number
- Housing Type
- Income: Very Low/Low/Moderate
- Initial Rental Price
- % of affordability
- Bedroom Type
- Age-restricted
- Handicap accessible/adaptable
- Date of Certificate of occupancy
- Effective date of affordability controls
- Length of affordability controls (years)
- Date Affordability controls removed

# HUD APPROVED COUNSELING AGENCIES



## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
ATLANTIC	CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT	Phone: 609-390-9652 Fax: 609-390-9653 E-mail: <a href="mailto:help@cc-bc.com">help@cc-bc.com</a> Web: <a href="http://www.cc-bc.com">www.cc-bc.com</a> Agency ID: 81557	299 South Shore Rd. MARMORA, New Jersey 08223	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Reverse Mortgage Counseling</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
BERGEN	COUNTY OF BERGEN, DEPARTMENT OF HUMAN SERVICES, DIVISION OF SENIOR SERVICES	Phone: 201-336-7431 E-mail: <a href="mailto:senior@co.bergen.nj.us">senior@co.bergen.nj.us</a> Web: <a href="http://www.co.bergen.nj.us">www.co.bergen.nj.us</a> Agency ID: 80398	1 Bergen County Plz Division Senior Services, Floor 2 HACKENSACK, New Jersey 07601	<ul style="list-style-type: none"> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Reverse Mortgage Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> </ul>
BERGEN	FAIR HOUSING COUNCIL OF NORTHERN NEW JERSEY	Phone: 201-489-3552 E-mail: <a href="mailto:info@fairhousingnj.org">info@fairhousingnj.org</a> Web: <a href="http://www.fairhousingnj.org">www.fairhousingnj.org</a> Agency ID: 80399	131 Main St Ste 140 HACKENSACK, New Jersey 07601	<ul style="list-style-type: none"> <li>- Fair Housing Pre-Purchase Education Workshops</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> <li>- Rental Housing Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
BERGEN	GREATER BERGEN COMMUNITY ACTION, INC.	Phone: 201-968-0200 Fax: 201-342-9339 E-mail: <a href="mailto:info@greaterbergen.org">info@greaterbergen.org</a> Web: <a href="http://www.greaterbergen.org">www.greaterbergen.org</a> Agency ID: 84293	392 Main St HACKENSACK, New Jersey 07601	<ul style="list-style-type: none"> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Rental Housing Workshops</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
BURLINGTON	BURLINGTON COUNTY COMMUNITY ACTION PROGRAM	Phone: 609-835-4329 option 2 Fax: 609-835-9607 E-mail: <a href="mailto:housing@bccap.org">housing@bccap.org</a> Web: <a href="http://www.bccap.org">www.bccap.org</a> Agency ID: 81842	One Van Sciver Parkway WILLINGBORO, New Jersey 08046	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Rental Housing Counseling</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> </ul>
CAMDEN	SENIOR CITIZENS UNITED COMMUNITY SERVICES OF CAMDEN COUNTY, INC.	Phone: 856-456-1121 E-mail: <a href="mailto:scucs@scucs.org">scucs@scucs.org</a> Web: <a href="http://www.scucs.org">www.scucs.org</a> Agency ID: 80409	537 W Nicholson Rd AUDUBON, New Jersey 08106	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Pre-purchase Counseling</li> <li>- Rental Housing Counseling</li> <li>- Reverse Mortgage Counseling</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>

## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
CAMDEN	NEIGHBORHOOD HOUSING SERVICES OF CAMDEN, INC	<b>Phone:</b> 856-541-0720 <b>Fax:</b> 856-541-8440 <b>E-mail:</b> <a href="mailto:info@nhscamden.org">info@nhscamden.org</a> <b>Web:</b> <a href="http://www.nhscamden.org">www.nhscamden.org</a> <b>Agency ID:</b> 80892	601-603 Clinton Street CAMDEN, New Jersey 08103	<ul style="list-style-type: none"> <li>- Fair Housing Pre-Purchase Education Workshops</li> <li>- Financial Management/Budget Counseling</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- First Time Homebuyer Grant Program</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> <li>- Vietnamese</li> </ul>
CAMDEN	PARKSIDE BUSINESS AND COMMUNITY IN PARTNERSHIP, INC.	<b>Phone:</b> 856-964-0440 <b>Fax:</b> 856-964-3664 <b>E-mail:</b> <a href="mailto:MDiaz@pbcip.org">MDiaz@pbcip.org</a> <b>Web:</b> <a href="http://www.pbcip.org">www.pbcip.org</a> <b>Agency ID:</b> 83501	1487 Kenwood Avenue CAMDEN, New Jersey 08103	<ul style="list-style-type: none"> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Resolving/Preventing Mortgage Delinquency Workshops</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> </ul>
CAMDEN	ST. JOSEPH'S CARPENTER SOCIETY	<b>Phone:</b> 856-966-8117 <b>Fax:</b> 856-342-7289 <b>E-mail:</b> <a href="mailto:info@sjcscamden.org">info@sjcscamden.org</a> <b>Web:</b> <a href="http://www.sjcscamden.org">www.sjcscamden.org</a> <b>Agency ID:</b> 84308	20 Church St CAMDEN, New Jersey 08105	<ul style="list-style-type: none"> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
CAMDEN	CCCS OF DELAWARE VALLEY, INC. DBA CLARIFI	<b>Phone:</b> 800-989-2227 <b>Toll-free:</b> 800-989-2227 <b>Fax:</b> 215-563-7020 <b>E-mail:</b> <a href="mailto:customerservice@clarifi.org">customerservice@clarifi.org</a> <b>Web:</b> <a href="http://www.clarifi.org">www.clarifi.org</a> <b>Agency ID:</b> 82100	1060 Kings Highway N Suite 315 CHERRY HILL, New Jersey 08034	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Home Repairs</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> </ul>
CAMDEN	GREENPATH FINANCIAL WELLNESS	<b>Phone:</b> 866-406-2062 <b>Email:</b> <a href="mailto:housingdepartment@greenpath.com">housingdepartment@greenpath.com</a> <b>Web:</b> <a href="http://www.greenpath.org/housing">www.greenpath.org/housing</a> <b>Agency ID:</b> 90542	1060 Kings Hwy N Suite 315 CHERRY HILL, New Jersey 08034	<ul style="list-style-type: none"> <li>- Fair Housing Pre-Purchase Education Workshops</li> <li>- Financial Management/Budget Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>

## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
CAMDEN	NEW JERSEY CITIZEN ACTION	<b>Phone:</b> 856-966-3091 <b>Fax:</b> 856-414-1054 <b>E-mail:</b> <a href="mailto:application@njcitizenaction.org">application@njcitizenaction.org</a> <b>Web:</b> <a href="http://www.njcitizenaction.org">www.njcitizenaction.org</a> <b>Agency ID:</b> 81026	1040 Kings Highway Suite 308 CHERRY HILL, New Jersey 08034	<ul style="list-style-type: none"> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> <li>- Free Tax Prep</li> <li>- Small landlord Education Program</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
CAPE MAY	CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT	<b>Phone:</b> 609-390-9652 <b>Fax:</b> 609-390-9653 <b>E-mail:</b> <a href="mailto:help@cc-bc.com">help@cc-bc.com</a> <b>Web:</b> <a href="http://www.cc-bc.com">www.cc-bc.com</a> <b>Agency ID:</b> 81557	299 South Shore Rd. MARMORA, New Jersey 08223	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Reverse Mortgage Counseling</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
CUMBERLAND	CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT	<b>Phone:</b> 609-390-9652 <b>Fax:</b> 609-390-9653 <b>E-mail:</b> <a href="mailto:help@cc-bc.com">help@cc-bc.com</a> <b>Web:</b> <a href="http://www.cc-bc.com">www.cc-bc.com</a> <b>Agency ID:</b> 81557	299 South Shore Rd. MARMORA, New Jersey 08223	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Reverse Mortgage Counseling</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
CUMBERLAND	NEW JERSEY CITIZEN ACTION	<b>Phone:</b> 856-966-3091 <b>Toll-free:</b> 800-656-9637 <b>Fax:</b> 856-414-1054 <b>E-mail:</b> <a href="mailto:application@njcitizenaction.org">application@njcitizenaction.org</a> <b>Web:</b> <a href="http://www.njcitizenaction.org">www.njcitizenaction.org</a> <b>Agency ID:</b> 81026	1040 Kings Highway Suite 308 CHERRY HILL, New Jersey 08034	<ul style="list-style-type: none"> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
ESSEX	HOMES OF MONTCLAIR ECUMENICAL CORP. (HOMECORP)	<b>Phone:</b> 973-744-4141 <b>Fax:</b> 973-744-5333 <b>E-mail:</b> <a href="mailto:info@homecorp.org">info@homecorp.org</a> <b>Web:</b> <a href="http://www.homecorp.org">www.homecorp.org</a> <b>Agency ID:</b> 90058	17 Talbot St MONTCLAIR, New Jersey 07042	<ul style="list-style-type: none"> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> </ul>

## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
ESSEX	CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT	Phone: 888-738-8233 Fax: <a href="tel:8887388234">888) 738-8234</a> E-mail: <a href="mailto:help@cc-bc.com">help@cc-bc.com</a> Web: <a href="http://www.cc-bc.com">www.cc-bc.com</a> Agency ID: 90224	299 South Shore Rd, US Route 9 South, Marmora, NJ 08223, US	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Reverse Mortgage Counseling</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
ESSEX	CATHOLIC CHARITIES OF THE ARCHDIOCESE OF NEWARK	Phone: 973-596-4100 Fax: 973-676-0172 E-mail: <a href="mailto:mmorore@ccannj.org">mmorore@ccannj.org</a> Web: <a href="http://www.ccannj.com">www.ccannj.com</a> Agency ID: 90020	590 North 7 <sup>th</sup> Street NEWARK, New Jersey 07107	<ul style="list-style-type: none"> <li>- Rental Housing Counseling</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
ESSEX	LA CASA DE DON PEDRO	Phone: 973-482-8312 Fax: 973-485-9984 E-mail: <a href="mailto:info@lacasadedonpedro.org">info@lacasadedonpedro.org</a> Web: <a href="http://www.lacasanwk.org">www.lacasanwk.org</a> Agency ID: 84555	75 Park Ave, Newark, NJ 07104	<ul style="list-style-type: none"> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
ESSEX	NACA (NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA)	Phone: 973-679-2601 Toll-free: 617-250-6222 ( Headquartes) Fax: 877-329-6222 E-mail: N/A Web: <a href="https://www.naca.com">https://www.naca.com</a> Agency ID: 84368	60 Park Pl Fl 15 S NEWARK, New Jersey 07102	<ul style="list-style-type: none"> <li>- Fair Housing Pre-Purchase Education Workshops</li> <li>- Financial Management/Budget Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Predatory Lending Education Workshops</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Other</li> <li>- Spanish</li> </ul>
ESSEX	NEW COMMUNITY FEDERAL CREDIT UNION	Phone: 973-621-2363 Toll-free: 973-621-5624 Fax: 973-645-0252 E-mail: <a href="mailto:mulu@newcommunity.org">mulu@newcommunity.org</a> <a href="mailto:info.fcu@newcommunity.org">info.fcu@newcommunity.org</a> Web: <a href="http://www.newcommunityfcu.org">www.newcommunityfcu.org</a> Agency ID: 81161	274 S Orange Ave NEWARK, New Jersey 07103	<ul style="list-style-type: none"> <li>- Fair Housing Pre-Purchase Education Workshops</li> <li>- Financial Management/Budget Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Predatory Lending Education Workshops</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Hindi</li> </ul>

## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
ESSEX	NEW JERSEY CITIZEN ACTION	<b>Phone:</b> 973-643-8800 <b>Toll-free:</b> 800-656-9637 <b>Fax:</b> 973-643-8100 <b>E-mail:</b> <a href="mailto:application@njcitizenaction.org">application@njcitizenaction.org</a> <b>Web:</b> <a href="http://www.njcitizenaction.org">www.njcitizenaction.org</a> <b>Agency ID:</b> 80765	The Hahne's Building 625 Broad St Ste 270 NEWARK, New Jersey 07102	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Rental Housing Workshops</li> </ul>	- English - Spanish
ESSEX	TRI-CITY PEOPLES CORPORATION	<b>Phone:</b> 973-675-4484 <b>Fax:</b> 862-930-3745 <b>E-mail:</b> <a href="mailto:tcaldwell@tri-citypeoples.org">tcaldwell@tri-citypeoples.org</a> <b>Web:</b> <a href="http://www.tri-citypeoples.org">www.tri-citypeoples.org</a> <b>Agency ID:</b> 83474	The People's Center 675 S 19th St NEWARK, New Jersey 07103	<ul style="list-style-type: none"> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Services for Homeless Counseling</li> </ul>	- English
ESSEX	URBAN LEAGUE OF ESSEX COUNTY	<b>Phone:</b> 973-624-9535 <b>E-mail:</b> <a href="mailto:info@ulec.org">info@ulec.org</a> <b>Web:</b> <a href="http://www.ulec.org">www.ulec.org</a> <b>Agency ID:</b> 83500	508 Central Ave NEWARK, New Jersey 07107	<ul style="list-style-type: none"> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Predatory Lending Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Resolving/Preventing Mortgage Delinquency Workshops</li> <li>- Services for Homeless Counseling</li> </ul>	- English - Spanish
GLOUCESTER	CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT	<b>Phone:</b> 609-390-9652 <b>Fax:</b> 609-390-9653 <b>E-mail:</b> <a href="mailto:help@cc-bc.com">help@cc-bc.com</a> <b>Web:</b> <a href="http://www.cc-bc.com">www.cc-bc.com</a> <b>Agency ID:</b> 81557	299 South Shore Rd. MARMORA, New Jersey 08223	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Reverse Mortgage Counseling</li> <li>- Services for Homeless Counseling</li> </ul>	- English - Spanish

## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
GLOUCESTER	NEW JERSEY CITIZEN ACTION	<b>Phone:</b> 973-643-8800 <b>Toll-free:</b> 800-656-9637 <b>Fax:</b> 973-643-8100 <b>E-mail:</b> <a href="mailto:application@njcitizenaction.org">application@njcitizenaction.org</a> <b>Web:</b> <a href="http://www.njcitizenaction.org">www.njcitizenaction.org</a> <b>Agency ID:</b> 81026	1040 Kings Highway Suite 308 CHERRY HILL, New Jersey 08034	<ul style="list-style-type: none"> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
HUDSON	HUDSON COUNTY HOUSING RESOURCE CENTER, INC.	<b>Phone:</b> 201-795-5615 <b>Fax:</b> 201-795-1091 <b>E-mail:</b> <a href="mailto:info@hudsonghrc.org">info@hudsonghrc.org</a> <b>Web:</b> <a href="https://hudsonhrc.org/">https://hudsonhrc.org/</a> <b>Agency ID:</b> 84986	830 Bergen Ave Suite 1A JERSEY CITY, New Jersey 07306	<ul style="list-style-type: none"> <li>- Rental Housing Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- ASL</li> <li>- English</li> <li>- Portuguese</li> <li>- Spanish</li> </ul>
HUDSON	THE WATERFRONT PROJECT, INC.	<b>Phone:</b> 551-256-7578 <b>Fax:</b> 201-630-4313 <b>E-mail:</b> <a href="mailto:director@thewaterfrontproject.org">director@thewaterfrontproject.org</a> <b>Web:</b> <a href="http://www.thewaterfrontproject.org">www.thewaterfrontproject.org</a> <b>Agency ID:</b> 90239	830 Bergen Ave Suite 4A JERSEY CITY, New Jersey 07306	<ul style="list-style-type: none"> <li>- Fair Housing</li> <li>- Financial Management</li> <li>- Pre-purchase Counseling</li> <li>- Post purchase Counseling</li> <li>- Rental Housing Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
HUDSON	NORTH HUDSON COMMUNITY ACTION CORPORATION	<b>Phone:</b> 201-866-3140 <b>E-mail:</b> <a href="mailto:scastano@nhcac.org">scastano@nhcac.org</a> <b>Web:</b> <a href="http://www.nhcac.org">www.nhcac.org</a> <b>Agency ID:</b> 80255	407 39th Street Apt 2 UNION CITY, New Jersey 07087	<ul style="list-style-type: none"> <li>- Fair Housing Pre-Purchase Education Workshops</li> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Rental Housing Workshops</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> </ul>
HUNTERDON	CENTRAL JERSEY HOUSING RESOURCE CENTER, INC.	<b>Phone:</b> 908-446-0036 <b>E-mail:</b> <a href="mailto:2cjhrc@gmail.com">2cjhrc@gmail.com</a> <b>Web:</b> <a href="http://www.cjhrc.org">www.cjhrc.org</a> <b>Agency ID:</b> 80650	92 E Main St Suite 407 SOMERVILLE, New Jersey 08876	<ul style="list-style-type: none"> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Rental Housing Workshops</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>

## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
MERCER	ISLES, INCORPORATED	Phone: 609-341-4700/609-341-4783 Fax: 609-341-4783 E-mail: <a href="mailto:homehelp@isles.org">homehelp@isles.org</a> Web: <a href="https://isles.org">https://isles.org</a> Agency ID: 80988	10 Wood St TRENTON, New Jersey 08618	<ul style="list-style-type: none"> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Resolving/Preventing Mortgage Delinquency Workshops</li> </ul>	<ul style="list-style-type: none"> <li>- Cantonese</li> <li>- English</li> <li>- Spanish</li> </ul>
MIDDLESEX	NEW JERSEY CITIZEN ACTION	Phone: 732-246-4772 Toll-free: 800-656-9637 Fax: 732-214-8385 E-mail: <a href="mailto:application@njcitizenaction.org">application@njcitizenaction.org</a> Web: <a href="http://www.njcitizenaction.org">www.njcitizenaction.org</a> Agency ID: 80769	75 Raritan Ave Ste 200 HIGHLAND PARK, New Jersey 07055	<ul style="list-style-type: none"> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
MIDDLESEX	PUERTO RICAN ACTION BOARD, INC.	Phone: 732-832-7535 Fax: 732-832-7536 E-mail: <a href="mailto:Lilla@prab.org">Lilla@prab.org</a> Web: <a href="http://www.prab.org">www.prab.org</a> Agency ID: 84236	754 Route 18, Suite 202 East Brunswick, NJ, 08816-5601	<ul style="list-style-type: none"> <li>- Homebuyer Education and Counseling and Housing Counseling</li> <li>- Mortgage Counseling, Mortgage Assistance and Foreclosure Mediation</li> <li>- Landlord-Tenant Mediation</li> <li>- Housing Discrimination Prevention</li> <li>- Homelessness Prevention</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Resolving/Preventing Mortgage Delinquency Workshops</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
MIDDLESEX	PUERTO RICAN ASSOCIATION FOR HUMAN DEVELOPMENT, INC.	Phone: 732-442-1081 Alternate Phone: 732-638-2800 Fax: 732-826-3082 E-mail: <a href="mailto:contact@prahd.org">contact@prahd.org</a> <a href="mailto:aivan@prahd.org">aivan@prahd.org</a> Web: <a href="http://www.prahd.org">www.prahd.org</a> Agency ID: 84906	100 First Street PERTH AMBOY, New Jersey 08861	<ul style="list-style-type: none"> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Resolving/Preventing Mortgage Delinquency Workshops</li> <li>- Down Payment Assistance Program For Middlesex County, State Program</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>

## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
MIDDLESEX	THE HOUSING AUTHORITY OF THE CITY OF PERTH AMBOY	<b>Phone:</b> 732-826-3110-631 <b>Fax:</b> 732-826-3111 <b>E-mail:</b> <a href="mailto:ehill@perthamboyha.org">ehill@perthamboyha.org</a> <b>Web:</b> <a href="http://www.perthamboyha.org/">www.perthamboyha.org/</a> <b>Agency ID:</b> 83664	881 Amboy Avenue PO BOX 390 PERTH AMBOY, New Jersey 08861	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling (FSS participants)</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Other</li> <li>- Spanish</li> </ul>
MONMOUTH	GARDEN STATE CONSUMER CREDIT COUNSELING, INC D/B/A NAVICORE SOLUTIONS	<b>Phone:</b> 732-409-6281 <b>Toll-free:</b> 866-472-4557 <b>Fax:</b> 732-863-5052 <b>E-mail:</b> <a href="mailto:housing@navicoresolutions.org">housing@navicoresolutions.org</a> <b>Web:</b> <a href="http://www.navicoresolutions.org">www.navicoresolutions.org</a> <b>Agency ID:</b> 84870	200 US Highway 9 MANAPALAN, New Jersey 07726	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Reverse Mortgage Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
MONMOUTH	AFFORDABLE HOUSING AUTHORITY	<b>Phone:</b> 732-389-2958 <b>E-mail:</b> <a href="mailto:info@housingall.org">info@housingall.org</a> <b>Web:</b> <a href="http://www.housingall.org">www.housingall.org</a> <b>Agency ID:</b> 82133	3535 Route 66 Parkway 100, Building 4 NEPTUNE, New Jersey 07753	<ul style="list-style-type: none"> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Resolving/Preventing Mortgage Delinquency Workshops</li> <li>- Reverse Mortgage Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- Czech</li> <li>- English</li> <li>- Polish</li> <li>- Spanish</li> <li>-Ukrainian</li> </ul>
MONMOUTH	MONEY MANAGEMENT INTERNATIONAL	<b>Phone:</b> 732-747-2792 <b>Toll-free:</b> 866-232-9080 <b>Fax:</b> 866-921-5129 <b>E-mail:</b> <a href="mailto:counselinginfo@moneymanagement.org">counselinginfo@moneymanagement.org</a> <b>Web:</b> <a href="http://www.moneymanagement.org">www.moneymanagement.org</a> <b>Agency ID:</b> 82645	309 Fellowship Rd, Suite 200 Mount Laurel, New Jersey, 08054	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Online Homebuyer courses</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>

## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
MONMOUTH	NAVICORE SOLUTIONS	Phone: (732) 409-6281 Email <a href="mailto:housing@navicoresolutions.org">housing@navicoresolutions.org</a> Web: <a href="http://www.navicoresolutions.org">http://www.navicoresolutions.org</a> Agency ID: 82226	200 US Highway 9 Manalapan, New Jersey, 07726	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-Purchase Counseling</li> <li>- Pre-Purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Reverse Mortgage Counseling</li> </ul>	- English - Spanish
MORRIS	HOUSING PARTNERSHIP OF NEW JERSEY	Phone: 973-659-9222 Fax: 973-659-9220 E-mail: <a href="mailto:contact@hpnj.us">contact@hpnj.us</a> Web: <a href="http://www.housingpartnershipnj.org">www.housingpartnershipnj.org</a> Agency ID: 81648	2 E. Blackwell St Ste 12 DOVER, New Jersey 07801	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Financial Capability One on One Counseling</li> <li>- Financial Empowerment Workshop</li> <li>- Downpayment Assistance Loan Programs</li> <li>- CDFI Loan Program</li> <li>- Resolving/Preventing Mortgage Delinquency Workshops</li> </ul>	- English - Spanish
OCEAN	AFFORDABLE HOUSING ALLIANCE, INC. TOMS RIVER BRANCH OFFICE	Phone: 732-389-2958/ 732-341-2272 Fax: 732-240-3639 E-mail: <a href="mailto:info@@housingall.org">info@@housingall.org</a> Web: <a href="http://www.housingall.org">www.housingall.org</a> Agency ID: 90482	405 Washington Street TOMS RIVER, New Jersey 08753	<ul style="list-style-type: none"> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> <li>- Reverse Mortgage Counseling</li> </ul>	- English - Spanish
OCEAN	OCEAN, INC. (COMMUNITY ACTION PARTNERSHIP)	Phone: 732-244-5333 X 1108 Fax: 732-288-2619 Email: <a href="mailto:sshepard@oceaninc.org">sshepard@oceaninc.org</a> <a href="mailto:info@oceaninc.org">info@oceaninc.org</a> Web: <a href="http://www.oceaninc.org">www.oceaninc.org</a> Agency ID: 90545	40 Washington Street TOMS RIVER, New Jersey 08753	<ul style="list-style-type: none"> <li>- Fair Housing Pre-Purchase Education Workshops</li> <li>- Financial Management/Budget Counseling</li> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Predatory Lending Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Resolving/Preventing Mortgage Delinquency Workshops</li> </ul>	- English - Spanish

## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
PASSAIC	HOUSING AUTHORITY OF THE CITY OF PATERSON	Phone: 973-345-5080 Fax: 973-977-9085 E-mail: Web: <a href="http://www.patersonhousingauthority.org">www.patersonhousingauthority.org</a> Agency ID: 81792	60 Van Houten St PO BOX H PATERSON, New Jersey 07505	- Financial Management/Budget Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops	- English - Spanish
PASSAIC	PATERSON TASK FORCE FOR COMMUNITY ACTION. INC	Phone: (973) 279-2333 ext.134 Email: <a href="mailto:dnicholson@patersontaskforce.com">dnicholson@patersontaskforce.com</a> Website: <a href="http://www.patersontaskforce.com">http://www.patersontaskforce.com</a> Agency Id: 80404	191 Market Street Paterson, New Jersey, 07505	- Fair Housing Pre-Purchase Education Workshops - Financial, Budgeting, and Credit Workshops - Mortgage Delinquency and Default Resolution Counseling - Pre-Purchase Counseling - Pre-Purchase Homebuyer Education Workshops - Rental Housing Counseling - Rental Housing Workshop	- English
SALEM	CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT	Phone: 866-403-7798 Toll-free: 888-738-8233 Fax: 888-738-8234 E-mail: <a href="mailto:help@cc-bc.com">help@cc-bc.com</a> Web: <a href="http://www.cc-bc.com">www.cc-bc.com</a> Agency ID: 81557	299 S Shore Rd. US Route 9 So MARMORA, New Jersey 08223	- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Reverse Mortgage Counseling - Services for Homeless Counseling	- English - Spanish
SALEM	NEW JERSEY CITIZEN ACTION	Phone: 856-966-3091 Toll-free: 800-656-9637 Fax: 856-414-1054 E-mail: <a href="mailto:application@njcitizenaction.org">application@njcitizenaction.org</a> Web: <a href="http://www.njcitizenaction.org">www.njcitizenaction.org</a> Agency ID: 81026	1040 Kings Highway Suite 308 CHERRY HILL, New Jersey 08034	- Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling	- English - Spanish
SOMERSET	CENTRAL JERSEY HOUSING RESOURCE CENTER, INC.	Phone: 908-446-0036 E-mail: <a href="mailto:2cjhrc@gmail.com">2cjhrc@gmail.com</a> Web: <a href="http://www.cjhrc.org">www.cjhrc.org</a> Agency ID: 80650	92 E Main St Suite 407 SOMERVILLE, New Jersey 08876	- Financial, Budgeting, and Credit Workshops - Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Rental Housing Workshops - Services for Homeless Counseling	- English - Spanish

## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
SUSSEX	CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT	Phone: 609-390-9652 Toll-free: 888-738-8233 Fax: 888-738-8234 E-mail: <a href="mailto:help@cc-bc.com/">help@cc-bc.com/</a> <a href="mailto:rgraves@nfdm.org">rgraves@nfdm.org</a> Web: <a href="http://www.cc-bc.com">www.cc-bc.com</a> Agency ID: 90224	26 Park St. MONTCLAIR, New Jersey 07042	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Reverse Mortgage Counseling</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
SUSSEX	NEW JERSEY CITIZEN ACTION	Phone: 973-643-8800 Toll-free: 800-656-9637 Fax: 973-643-8100 E-mail: <a href="mailto:application@njcitizenaction.org">application@njcitizenaction.org</a> Web: <a href="http://www.njcitizenaction.org">www.njcitizenaction.org</a> Agency ID: 80765	625 Broad St Ste 270 NEWARK, New Jersey 07102	<ul style="list-style-type: none"> <li>- Financial Management/Budget Counseling</li> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Rental Housing Workshops</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
UNION	URBAN LEAGUE OF UNION COUNTY	Phone: 908-351-7200 Email: <a href="mailto:UrbanLeague@uloucnj.org">UrbanLeague@uloucnj.org</a> Web: <a href="http://www.uloucnj.org">www.uloucnj.org</a> Agency ID: 80403	1139 E Jersey St Ste 515 ELIZABETH, New Jersey 07201	<ul style="list-style-type: none"> <li>- Fair Housing Pre-Purchase Education Workshops</li> <li>- Financial Management/Budget Counseling</li> <li>- Financial, Budgeting, and Credit Workshops</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Rental Housing Workshops</li> <li>- Resolving/Preventing Mortgage Delinquency Workshops</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> <li>- Spanish</li> </ul>
UNION	NID-HCA PLAINFIELD	Phone: 908-941-1112 833-364-3422 E-mail: <a href="mailto:MohammadM@nidhousing.com">MohammadM@nidhousing.com</a> Web: <a href="http://www.nidhousing.com">www.nidhousing.com</a> Agency ID: 90527	311 Park Ave PLAINFIELD, New Jersey 07060	<ul style="list-style-type: none"> <li>- Home Improvement and Rehabilitation Counseling</li> <li>- Mortgage Delinquency and Default Resolution Counseling</li> <li>- Non-Delinquency Post Purchase Workshops</li> <li>- Pre-purchase Counseling</li> <li>- Pre-purchase Homebuyer Education Workshops</li> <li>- Rental Housing Counseling</li> <li>- Rental Housing Workshops</li> <li>- Resolving/Preventing Mortgage Delinquency Workshops</li> <li>- Services for Homeless Counseling</li> </ul>	<ul style="list-style-type: none"> <li>- English</li> </ul>

## HUD COUNSELING AGENCIES IN NEW JERSEY BY COUNTY

COUNTY	AGENCY NAME	PHONE, TOLL FREE FAX NUMBER EMAIL, WEBSITE AGENCY ID	ADDRESS	COUNSELING SERVICES	LANGUAGES
WARREN	NEW JERSEY CITIZEN ACTION	<b>Phone:</b> 973-643-8800 <b>Toll-free:</b> 800-656-9637 <b>Fax:</b> 973-643-8100 <b>E-mail:</b> <a href="mailto:application@njcitizenaction.org">application@njcitizenaction.org</a> <b>Web:</b> <a href="http://www.njcitizenaction.org">www.njcitizenaction.org</a> <b>Agency ID:</b> 80765	625 Broad St Ste 270 NEWARK, New Jersey 07102	- Financial Management/Budget Counseling - Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Rental Housing Workshops	- English - Spanish

People living in counties not listed here, should go to the nearest location in their housing region:  
aa 04/30/25.

The information listed here is from [www.HUD.gov](http://www.HUD.gov). This list is updated

**Region 1:** Bergen, Hudson, Passaic and Sussex

**Region 2:** Essex, Morris, Union and Warren

**Region 3:** Hunterdon, Middlesex and Somerset

**Region 4:** Mercer, Monmouth and Ocean

**Region 5:** Burlington, Camden and Gloucester

**Region 6:** Atlantic, Cape May, Cumberland and Salem

*Appendix C ARCHIVEMANAGEMENT*



# *STATE OF NEW JERSEY*



**MUNICIPAL HOUSING AND DEVELOPMENT MS00000-002**

<b>Department:</b>	MUNICIPAL HOUSING AND DEVELOPMENT	<b>Agency Representative:</b>	BARBARA WALSH
<b>Division:</b>		<b>Title:</b>	DIRECTOR
<b>Bureau:</b>		<b>Phone #:</b>	

SCHEDULE APPROVAL: Unless in litigation, the records covered by this schedule, upon expiration of their retention periods, will be deemed to have no continuing value to the State of New Jersey and will be disposed of as indicated in accordance with the law and regulations of the State Records Committee. This schedule will become effective on the date approved by the State Records Committee.

<b>Agency Representative Signature:</b>	<b>Date:</b>	<b>Secretary, State Records Committee Signature:</b>	<b>Date:</b>

Record Series #	Record Title and Description	Audit	Alternate Media	Archival Review	Vital Record	Confidential	Retention Policy		Disposition	Citation
							Total Retention Period	Minimum Period in Agency		
<b>Director's Office</b>										
0001-0000	Project File	X	X				10 Years After completion of construction		Destroy	
0002-0000	Blueprints and Maps		X				10 Years After completion of construction		Destroy	
0003-0000	Federal Grant File --- File contains but is not limited to Federal Grant Agreements, financial records, statistical records, and supporting documentation.	X								
0003-0001	Federal Grant File - Agreements --- File contains but is not limited to Federal Grant Agreements, financial records, statistical records, and supporting documentation.	X					6 Years After termination of grant		Destroy	
0003-0002	Federal Grant File - Supporting Documentation, Financial Records, and Statistical Records --- File contains but is not limited to Federal Grant Agreements, financial records, statistical records, and supporting documentation.						6 Years After termination of grant		Destroy	

Records Retention and Disposition Schedule				Agency: M500000			Schedule: 002		Page #:2 of 8	
Record Series #	Record Title and Description	Audit	Alternate Media	Archival Review	Vital Record	Confidential	Retention Policy		Disposition	Citation
							Total Retention Period	Minimum Period in Agency		
<b>Economic Development</b>										
0050-0000	Economic Development Studies and Surveys						Permanent		Retain at Agency	
0051-0000	Urban Renewal File - Economic Development						10 Years After completion of construction		Destroy	
<b>Neighborhood Development</b>										
0120-0000	Affordable Housing Project File --- File contains but is not limited to the following: Documentation from the Developer including Developer Certifications, Planned Real Estate Development (PRED) Public Offering Statement, deed, municipal land use approval and/or grant contract, project total number of units, total number of affordable units, total number of very-low, low-, and/or moderate-income units, number of units by bedroom distribution by very-low, low- and/or moderate income, floor plans, project maps, list of project principals or partners, project construction schedule, proposed pricing, list of public funding sources, grant agreement (copies), loan agreement (copies), condominium or homeowner fees, real estate taxes, utilities, flood insurance, contact information, rental lease agreement, Planning Zoning Board Resolutions (copies), Condominium/Homeowner Association or Rental Project Recorded files, Affirmative Marketing Plans and Advertisements, and Cost of Advertising records.	X	X						Destroy	
0120-0001	Affordable Housing Project File - Approved						Life of Deed restriction plus 10 yrs or Or Until Municipality Relinquishes Control Plus 10 Yrs		Destroy	

Records Retention and Disposition Schedule				Agency: M500000			Schedule: 002		Page #:3 of 8	
Record Series #	Record Title and Description	Audit	Alternate Media	Archival Review	Vital Record	Confidential	Retention Policy		Disposition	Citation
							Total Retention Period	Minimum Period in Agency		
0120-0002	Affordable Housing Project File - Denied/Withdrawn						3 Years		Destroy	
0120-0003	Affordable Housing Project File - Referral List					P	3 Years After referral list is purged		Destroy	
0121-0000	Affordable Housing Application File --- File includes but not limited to preliminary and final applications, documentation, disclosures, appeals, extentions and correspondence.									
<b>Neighborhood Development</b>										
0121-0001	Affordable Housing Application File - Cerification Approved	X					3 Years After recorded discharge of mortgage or 3 yrs after expiration of lease		Destroy	
0121-0002	Affordable Housing Application File - Certificatipn Denied Or Expired	X					3 Years		Destroy	
0122-0000	Affordable Housing Unit File --- Fiile includes but is not limited to deeds with restrictions, recorded mortgages and notes, discharges, approved increases, correspondence, certifications, contracts, and leases.	X					Life of Deed restriction plus 10 yrs		Destroy	
0122-0001	Affordable Housing Unit File - Mailing Notification Of Responsibilities						3 Years After recorded discharge of mortgage or 3 yrs after expiration of lease		Destroy	

Records Retention and Disposition Schedule				Agency: M500000			Schedule: 002		Page #:4 of 8	
Record Series #	Record Title and Description	Audit	Alternate Media	Archival Review	Vital Record	Confidential	Retention Policy		Disposition	Citation
							Total Retention Period	Minimum Period in Agency		
<b>Neighborhood Development</b>										
0123-0000	Affordable Housing Unit Inventory	X					3 Years After update		Destroy	
0124-0000	Affordable Housing Trust Fund And/Or Regional Contribution Agreement (RCA) Bank Account						6 Years After termination of account		Destroy	
0125-0000	Enforcement File - Projects And Units --- File includes but is not limited to Notices to Absentee Owner and correspondence.						10 Years After case closed		Destroy	
0126-0000	Monitoring Reports – Annual Submission						10 Years		Destroy	
0127-0000	Operations Manual						Life of Deed restriction plus 10 yrs or until municipality relinquishes control plus 10 yrs		Destroy	
<b>Neighborhood Planning</b>										
0150-0000	Environmental Assessment File	X	X				Permanent		Retain at Agency	
0151-0000	Housing Project File	X	X				10 Years After completion of construction		Destroy	
0152-0000	General Planning Project File	X	X				10 Years After completion of construction		Destroy	

Records Retention and Disposition Schedule				Agency: M500000			Schedule: 002		Page #:5 of 8	
Record Series #	Record Title and Description	Audit	Alternate Media	Archival Review	Vital Record	Confidential	Retention Policy		Disposition	Citation
							Total Retention Period	Minimum Period in Agency		
0153-0000	Green Acres Project File	X	X				Permanent		Retain at Agency	
0154-0000	Urban Renewal File - Neighborhood Planning	X	X				10 Years After completion of construction		Destroy	
0155-0000	Flood Control File	X	X				Permanent		Retain at Agency	
0156-0000	Rent Stabilization File	X	X				7 Years		Destroy	
0157-0000	Recreation Recovery Action Plan	X	X				Permanent		Retain at Agency	
<b>Property Improvement</b>										
0200-0000	Financial, Construction And Loan Data For Each Property Assisted By Property Improvement Program.	X					10 Years After completion of construction		Destroy	
0201-0000	Estimator's Records	X					10 Years		Destroy	
0202-0000	Delinquent Accounts	X					6 Years After final payment		Destroy	
0203-0000	Program Accounts	X					6 Years		Destroy	
<b>Property Management</b>										
0250-0000	Sold Properties And Indices	X					7 Years Unless in litigation		Destroy	
0251-0000	Redeemed Properties	X					7 Years Unless in litigation		Destroy	
0252-0000	Inspection File	X					7 Years Unless in litigation		Destroy	

Records Retention and Disposition Schedule				Agency: M500000			Schedule: 002		Page #:6 of 8	
Record Series #	Record Title and Description	Audit	Alternate Media	Archival Review	Vital Record	Confidential	Retention Policy		Disposition	Citation
							Total Retention Period	Minimum Period in Agency		
0253-0000	Relocation File	X					7 Years Unless in litigation		Destroy	
0254-0000	Owned Properties and Indices	X	X				Permanent		Retain at Agency	
0255-0000	General Record Series Deleted - See County and Municipal General Schedule.	X								
0256-0000	Title Foreclosures	X					Permanent		Retain at Agency	
	<b>Property Maintenance</b>									
0300-0000	Work Orders	X					6 Years		Destroy	
0301-0000	Housing Plans	X	X				Permanent		Retain at Agency	
0302-0000	Utility Bills	X					6 Years		Destroy	
0303-0000	Quarterly Reports	X					3 Years		Destroy	
0304-0000	City Owned Properties and Lots	X	X				7 Years After disposal of building		Destroy	
0305-0000	Seniority List - Property Maintenance	X					As updated		Destroy	
0306-0000	Police Reports	X					3 Years		Destroy	
0307-0000	Gas Usage Reports	X					2 Years		Destroy	
0308-0000	Solid Waste Transport Records	X					6 Years		Destroy	
	<b>Traffic and Parking</b>									
0350-0000	Street Closings	X					6 Years		Destroy	
0351-0000	General Record Series Deleted - See County and Municipal General Schedule.	X								

Records Retention and Disposition Schedule				Agency: M500000			Schedule: 002		Page #:7 of 8	
Record Series #	Record Title and Description	Audit	Alternate Media	Archival Review	Vital Record	Confidential	Retention Policy		Disposition	Citation
							Total Retention Period	Minimum Period in Agency		
0352-0000	Traffic Reports	X					3 Years		Destroy	
0353-0000	Project File - Traffic and Parking	X					6 Years		Destroy	
0354-0000	Work Orders - Street Sweeping and Street Lighting	X					6 Years		Destroy	
0355-0000	Barricade Data	X					3 Years		Destroy	
0356-0000	Crosswalk Data	X					3 Years As updated		Destroy	
0357-0000	Yellow Curb Painting Work Orders	X					3 Years As updated		Destroy	
0358-0000	Signal Requests	X					6 Years Unless in litigation		Destroy	
0359-0000	Building Plans - Public Building	X	X				Permanent		Retain at Agency	
0360-0000	Vehicle Use Data	X					3 Years After disposition of vehicle		Destroy	
0361-0000	Daily Work Report	X					6 Years		Destroy	
0362-0000	Signing and Government Marking	X	X				Permanent		Retain at Agency	
0363-0000	Special Signing (Non-Traffic) and Lettering	X	X				Permanent		Retain at Agency	
0364-0000	Damage Reports and Billings	X					6 Years		Destroy	
0365-0000	Drawings, Plans, and Maps	X	X				Permanent		Retain at Agency	
	<b>Community Affairs</b>									
0400-0000	Relocation Hearings	X					7 Years After settlement		Destroy	
0401-0000	Condemnation Hearings	X	X				Permanent		Retain at Agency	

Records Retention and Disposition Schedule		Agency: M500000					Schedule: 002		Page #:8 of 8	
Record Series #	Record Title and Description	Audit	Alternate Media	Archival Review	Vital Record	Confidential	Retention Policy		Disposition	Citation
							Total Retention Period	Minimum Period in Agency		
0402-0000	Demolition File	X	X				Permanent		Retain at Agency	
0403-0000	Project Case File	X	X				10 Years After completion of construction		Destroy	
0404-0000	Inspection Reports	X					7 Years		Destroy	
0405-0000	Rental Assistance Certification/Recreation of Tenant Eligibility	X					6 Years		Destroy	
0406-0000	Notice of Rent Increase	X					7 Years After termination of lease		Destroy	

*“Type of Municipality”*

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-68

**CONSENTING TO THE MAYOR'S REAPPOINTMENT OF MICHAEL DATTILO  
AS A MEMBER TO THE OCEAN CITY LIBRARY BOARD OF TRUSTEES**

**BE IT RESOLVED**, by the Mayor and City Council of the City of Ocean City that the following individual is hereby appointed to the Ocean City Library Board of Trustees.

<u>NAME</u>	<u>TERM</u>	<u>EXPIRES</u>
Michael Dattilo	5 Years	12/31/2030

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026 with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-69

**CONSENTING TO THE MAYOR'S REAPPOINTMENT OF MARY LOUISE HAYES  
AS A MEMBER TO THE SHADE TREE COMMITTEE**

**BE IT RESOLVED**, by the Mayor and City Council of the City of Ocean City that the following individual is hereby appointed to the Shade Tree Committee in accordance with Ordinance No. 2-80.

<u>NAME</u>	<u>TERM</u>	<u>EXPIRES</u>
Mary Louise Hayes	4 Years	12/31/2029

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026 with the voting record as indicated below.

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Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-70

**CONSENTING TO CITY COUNCIL'S REAPPOINTMENT OF ROBERT BECKER  
AND RYAM PRICE AS A MEMBERS TO THE ZONING BOARD OF ADJUSTMENT**

**BE IT RESOLVED**, by the City Council of the City of Ocean City that the following individuals are hereby reappointed to the Zoning Board of Adjustment as members in accordance with the Municipal Land Use Law for the following term:

<u>NAME</u>	<u>TERM</u>	<u>TERM EXPIRES</u>
Ryan Price	4 Years	12/31/2029
Robert Becker	4 Years	12/31/2029

---

Terry Crowley, Jr.,  
Council President

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

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Melissa G. Rasner, City Clerk

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-71**

**CONSENTING TO CITY COUNCIL'S APPOINTMENT OF JOSEPH LEHMAN &  
RYAN LEONARD AS A MEMBER TO THE UTILITY ADVISORY COMMISSION**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey, that the following individual is hereby appointed to the Ocean City Utility Advisory Commission for the following term:

<u>NAME</u>	<u>TERM</u>	<u>TERM EXPIRES</u>
Joseph Lehman	4 Years	12/31/2029
Ryan Leonard	2 Years Filling unexpired Term of resigned John Quinn	12/31/2027

\_\_\_\_\_  
Terry Crowley, Jr.,  
Council President

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026 with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-72**

**AUTHORIZING THE ADOPTION OF THE 2026 CAPE MAY COUNTY, NEW JERSEY  
HAZARD MITIGATION PLAN UPDATE**

**WHEREAS**, all jurisdictions within Cape May County have exposure to hazards that increase the risk to life, property, environment, and the County and local economy; and

**WHEREAS**; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

**WHEREAS**, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

**WHEREAS**; a coalition of Cape May County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Cape May County; and

**WHEREAS**, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Ocean City:

- 1) Adopts in its entirety, the 2026 Cape May County Hazard Mitigation Plan Update (the "Plan") as the jurisdiction's Hazard Mitigation Plan and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
- 2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4) Will continue its support of the Mitigation Planning Committee as described within the Plan.
- 5) Will help to promote and support the mitigation successes of all participants in this Plan.
- 6) Will incorporate mitigation planning as an integral component of government and partner operations.
- 7) Will provide an update of the Plan in conjunction with the County no less than every five years.

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026 with the voting record as indicated below.

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Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

## DEPARTMENT OF FINANCIAL MANAGEMENT

February 10, 2026

Dear City Council Members,

This memo is intended to provide backup to the resolution authorizing the 2026 Cape May County Hazard Mitigation Plan. The County-wide hazard mitigation plan is a plan that is put in place to cover all 16 towns in the county as well as the county itself. The plan was first put into place fifteen years ago with renewals taking place every five years.

The plan takes an all hazards approach to disaster planning for various types of events that our region is subject to, including hurricanes, nor'easters, winter storms, coastal flooding, etc. The plan addresses pre-planning for events, responding to them, as well as recovering from them. The plan must be endorsed by the State as well as FEMA in order to be in effect. One of the most important aspects of having this plan approved is that it enables all of the towns and the county to be eligible for federal reimbursements as well as other grant opportunities when a federally declared storm or other emergency event impacts our area.

The process of developing this plan has included presentations to the public as well as a solicitation period for input. The draft plan can be viewed at <https://www.capemaycountynjhmp.com/draft-plans/> for anyone that is interested.

As always, if you have any questions on this resolution please feel free to contact my office at 609.525.9350.

Sincerely,

Frank Donato III  
Director of Financial Management  
Emergency Management Coordinator

C: Mayor Gillian  
George Savastano, Business Administrator

**CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION**

**No. 26-73**

**AUTHORIZING THE EXTENSION OF A PAYMENT IN LIEU OF TAXES (P.I.L.O.T.)  
AGREEMENT BETWEEN THE CITY OF OCEAN CITY AND UNITED METHODIST  
HOMES OF NEW JERSEY**

**WHEREAS**, United Methodist Homes of New Jersey, operator of the Shores at Wesley Manor Inc. (The Shores), is the owner of Block 2205, Lot 1 and Block 2206, Lot 1; and

**WHEREAS**, Resolution 01-39-262 authorized the recognition of Block 2205, Lot 1 and Block 2206, Lot 1 as tax exempt as a result of the litigation in an agreement whereby the Shores would make voluntary contributions to the City of Ocean City in exchange for the City recognizing the property as tax exempt because of its charitable and/or medical use; and

**WHEREAS**, Resolution 01-39-262 authorized a Payment in Lieu of Taxes (P.I.L.O.T.) Agreement between the City of Ocean City and The Shores for years 2001-2005; and

**WHEREAS**, Resolution 06-43-086 extended said P.I.L.O.T. Agreement between the City of Ocean City and The Shores for years 2006-2010; and

**WHEREAS**, Resolution 11-47-347 extended said P.I.L.O.T. Agreement between the City of Ocean City and The Shores for years 2011-2015; and

**WHEREAS**, Resolution 16-52-068 extended said P.I.L.O.T. Agreement between the City of Ocean City and The Shores for years 2016-2020; and

**WHEREAS**, Resolution 20-57-202 extended said P.I.L.O.T. Agreement between the City of Ocean City and The Shores for years 2021-2025; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Ocean City as follows:

1. For the years 1996 through 2025, the Shores at Wesley Manor, Inc. has made municipal budget contributions to the City of Ocean City in quarterly installments.
2. The Shores has agreed to make the following municipal budget contributions to the City for the years 2026 through 2030:

<u>Tax Year</u>	<u>Amount</u>
2026 Tax Year	\$ 96,048.00
2027 Tax Year	\$ 98,930.00
2028 Tax Year	\$101,898.00
2029 Tax Year	\$104,954.00
2030 Tax Year	\$108,102.00

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Frank Donato III, CMFO  
Director of Financial Management

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026 with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk



# CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

## DEPARTMENT OF FINANCIAL MANAGEMENT

February 9, 2026

Dear City Council Members,

This memo is intended to provide backup to the resolution authorizing the extension of a PILOT agreement between the City of Ocean City and United Methodist Homes of New Jersey. The United Methodist Homes of New Jersey operates the Shores at Wesley Manor located on the 2200 block of Bay Avenue.

A PILOT is a Payment In Lieu Of Taxes. PILOT payments are sometimes made to municipalities by charitable or non-profit organizations in lieu of paying property taxes, due to their tax exempt status. The payment represents a contribution to the municipal budgeting process for the services they utilize which is realized through our fund balance position each fiscal year. The only other organization in Ocean City that contributes a similar PILOT payment is the Ocean City Housing Authority.

As the resolution states, United Methodist Homes of New Jersey has been making municipal contributions in this form since 1996. The previous 5 year agreement authorized by resolution #20-57-202 expired on 12/31/2025. This resolution will extend the agreement for another 5 years from 1/1/2026-12/31/2030. The payment amounts listed within the resolution represent 3% annual increases.

As always, if you have any questions on this resolution please feel free to contact my office at 609.525.9350.

Sincerely,

Frank Donato III  
Director of Financial Management

C: Mayor Gillian  
George Savastano, Business Administrator

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-74

**AUTHORIZING THE APPLICATION FOR AND THE EXECUTION OF A SUBCONTRACT  
WITH THE COUNTY OF CAPE MAY FOR THE UPPER TOWNSHIP/  
OCEAN CITY MUNICIPAL ALLIANCE PROGRAM**

**WHEREAS**, the State of New Jersey has established a Governor’s Council on Substance Use Disorder to coordinate the State’s efforts in regard to the planning and provision of treatment, prevention, research, evaluation, and education services for, and public awareness of alcoholism and drug abuse; and

**WHEREAS**, an Alliance to prevent alcoholism and drug abuse has been created in the Governor’s Council to set up a network comprised of all communities in New Jersey, which is dedicated to a comprehensive and coordinated effort against alcoholism and drug abuse; and

**WHEREAS**, a Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) has been established in Cape May County, along with a County Alliance Steering Subcommittee (CASS) to submit a plan for the expenditure of Municipal Alliance Grant funds through distribution to eligible municipalities; and

**WHEREAS**, the Upper Township/Ocean City Municipal Alliance has appointed a Municipal Alliance Committee, which Committee will identify local needs, and recommend actions designed to deal with alcoholism and drug abuse; and

**WHEREAS**, the Upper Township/Ocean City Municipal Alliance has received and is administering “Municipal Alliance” grants under the subcontract with the County; and

**NOW THEREFORE, BE IT RESOLVED**, that the City of Ocean City, County of Cape May, State of New Jersey, does hereby authorize the City to file an application for such grant funds; to execute any contracts or agreements necessary to obtain the funds, contract/agreements; and

**BE IT FURTHER RESOLVED**, that the Upper Township/Ocean City Municipal Alliance Committee is hereby designated to continue to serve as the Committee required by Section C.26: 2BB-9 of the legislation; that the Upper Township/Ocean City Municipal Alliance is authorized to execute a new service agreement with said Committee; and, that said Agreement will evidence approval and acceptance of the Committee’s Membership and By-laws; and

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Ocean City, is authorized to sign the Application for July 1, 2026 – June 30, 2027 grant funds, and to execute all contracts and agreements necessary to accept the funds and carry out program in accordance with the State requirements; and

**BE IT FURTHER RESOLVED**, that the total amount of the Contract shall be \$18,894.00; that the amount of Local In-kind match shall be \$14,170.50; and that the amount of Local Cash match shall be \$4,723.50 (**Approximately**: Ocean City \$2,834.10/Upper Township \$1,889.40).

\_\_\_\_\_  
Frank Donato III,  
Chief Financial Officer

\_\_\_\_\_  
Terry Crowley Jr.,  
Council President

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Poicini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

# CAPE MAY COUNTY

## Division of Community and Behavioral Health Services

4 Moore Road, DN 907

Cape May Court House, N.J. 08210

Ph: (609) 465.1055 Fax: (609) 465.4639



William Morey  
Commissioner  
Patricia A. Devaney  
Director

December 12, 2025

Honorable Curtis T. Corson Jr.  
Township of Upper  
P.O. Box 205  
Tuckahoe, New Jersey 08250

Re: FY 2027 Municipal Alliance Grant Letter of Intent

Dear Mayor Corson:

This letter serves to notify you that the Upper Township/Ocean City Municipal Alliance is eligible to apply for funding for Fiscal Year 2027 (July 1, 2026 - June 30, 2027).

Grant funds are as follow:

\$18,894.00 DEDR:

\$4,723.50 Municipal Cash Match

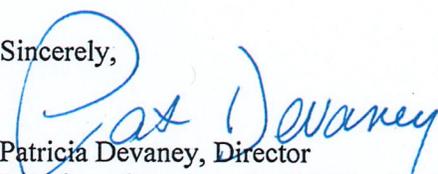
\$14,170.50 Municipal In-Kind Match

The award is contingent upon Cape May County's receipt of the anticipated grant funds from the Governor's Council on Substance Use Disorder (GCSUD).

To apply for funding, *A resolution from your municipality is required.* Additionally, your Municipal Alliance Coordinator will be required to successfully submit an electronic plan and application for FY2027-FY2031 grant cycle in GCSUD's Municipal Alliance Grant System (MAGS) along with all required electronic signatures within MAGS.

Thank you for your continued support of the substance abuse prevention programs in our communities. Please call my office if you have any questions at 609-465-1055.

Sincerely,

  
Patricia Devaney, Director  
Division of Community & Behavioral Health Services

Cc: Mayor Jay Gillian  
S. Morgan, Administrator  
B. Ludy, Chief Financial Officer/ Municipal Alliance Chairperson  
G. Savastano, Administrator  
F. Donato, Chief Financial Officer  
L. Cole, Municipal Alliance Coordinator

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-74

**AUTHORIZING THE APPLICATION FOR AND THE EXECUTION OF A SUBCONTRACT  
WITH THE COUNTY OF CAPE MAY FOR THE UPPER TOWNSHIP/  
OCEAN CITY MUNICIPAL ALLIANCE PROGRAM**

**WHEREAS**, the State of New Jersey has established a Governor’s Council on Substance Use Disorder to coordinate the State’s efforts in regard to the planning and provision of treatment, prevention, research, evaluation, and education services for, and public awareness of alcoholism and drug abuse; and

**WHEREAS**, an Alliance to prevent alcoholism and drug abuse has been created in the Governor’s Council to set up a network comprised of all communities in New Jersey, which is dedicated to a comprehensive and coordinated effort against alcoholism and drug abuse; and

**WHEREAS**, a Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) has been established in Cape May County, along with a County Alliance Steering Subcommittee (CASS) to submit a plan for the expenditure of Municipal Alliance Grant funds through distribution to eligible municipalities; and

**WHEREAS**, the Upper Township/Ocean City Municipal Alliance has appointed a Municipal Alliance Committee, which Committee will identify local needs, and recommend actions designed to deal with alcoholism and drug abuse; and

**WHEREAS**, the Upper Township/Ocean City Municipal Alliance has received and is administering “Municipal Alliance” grants under the subcontract with the County; and

**NOW THEREFORE, BE IT RESOLVED**, that the City of Ocean City, County of Cape May, State of New Jersey, does hereby authorize the City to file an application for such grant funds; to execute any contracts or agreements necessary to obtain the funds, contract/agreements; and

**BE IT FURTHER RESOLVED**, that the Upper Township/Ocean City Municipal Alliance Committee is hereby designated to continue to serve as the Committee required by Section C.26: 2BB-9 of the legislation; that the Upper Township/Ocean City Municipal Alliance is authorized to execute a new service agreement with said Committee; and, that said Agreement will evidence approval and acceptance of the Committee’s Membership and By-laws; and

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Ocean City, is authorized to sign the Application for July 1, 2026 – June 30, 2027 grant funds, and to execute all contracts and agreements necessary to accept the funds and carry out program in accordance with the State requirements; and

**BE IT FURTHER RESOLVED**, that the total amount of the Contract shall be \$18,894.00; that the amount of Local In-kind match shall be \$14,170.50; and that the amount of Local Cash match shall be \$4,723.50 (**Approximately**: Ocean City \$2,834.10/Upper Township \$1,889.40).

\_\_\_\_\_  
Frank Donato III,  
Chief Financial Officer

\_\_\_\_\_  
Terry Crowley Jr.,  
Council President

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

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Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-75

**AUTHORIZING THE RELEASE OF PERFORMANCE GUARANTEE FOR A  
CONSTRUCTION PROJECT AT 1649 & 1651 WEST AVENUE,  
BLOCK 1604, LOT(S) 6 & 5; PROJECT #21-0101PBA**

**WHEREAS**, Ocean City Development Group LLC., has posted performance guarantee for construction of an approved site plan at 1649 & 1651 West Avenue, Block 1604, Lot(s) 6 & 5 in Ocean City in accordance with Section 25-1600 of Ordinance #88-17, Volume II, also known as application number 21-0101PBA.

**WHEREAS**, this application was submitted for approval to the Planning Board on August 11, 2021; and

**WHEREAS**, the Planning Board Office has issued a final inspection approval report dated January 30, 2026, indicating that the above-mentioned project has been installed in compliance with the approved site plan; and

**WHEREAS**, the Planning Board of the City of Ocean City has recommended the release of the Performance Guarantee in the amount of \$13,076.00; and

**WHEREAS**, the Planning Board recommends that a cash portion of the performance guarantee to be held in cash or a bond or other type of surety approved by the City Solicitor, in the amount of 15% of the allowable improvement costs equating to \$1,211.40 to be posted for a period of two (2) years from the date of the release of the performance guarantee bond; and

**NOW, THEREFORE, BE IT RESOLVED** that the Director of Finance is authorized to release the Performance Guarantee in the amount of \$13,076.00 to Ocean City Development Group LLC.

\_\_\_\_\_  
Frank Donato III,  
Chief Financial Officer

\_\_\_\_\_  
Terry Crowley Jr.,  
Council President

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-76

**AUTHORIZING THE RELEASE OF PERFORMANCE GUARANTEE FOR A  
CONSTRUCTION PROJECT AT 62 ASBURY AVENUE,  
BLOCK 11, LOT(S) 24.02; PROJECT #23-0222ipb**

**WHEREAS**, Sabbia LLC., has posted performance guarantee for construction of an approved site plan at 62 Asbury Avenue, Block 11, Lot(s) 24.02 in Ocean City in accordance with Section 25-1600 of Ordinance #88-17, Volume II, also known as application number 23-0222ipb.

**WHEREAS**, this application was submitted for approval to the Planning Board on January 10, 2024; and

**WHEREAS**, the Planning Board Office has issued a final inspection approval report dated February 12, 2026, indicating that the above-mentioned project has been installed in compliance with the approved site plan; and

**WHEREAS**, the Planning Board of the City of Ocean City has recommended the release of the Performance Guarantee in the amount of \$31,162.00; and

**WHEREAS**, the Planning Board recommends that a cash portion of the performance guarantee to be held in cash or a bond or other type of surety approved by the City Solicitor, in the amount of 15% of the allowable improvement costs equating to \$4,299.30 to be posted for a period of two (2) years from the date of the release of the performance guarantee bond; and

**NOW, THEREFORE, BE IT RESOLVED** that the Director of Finance is authorized to release the Performance Guarantee in the amount of \$31,162.00 to Sabbia LLC.

\_\_\_\_\_  
Frank Donato III,  
Chief Financial Officer

\_\_\_\_\_  
Terry Crowley Jr.,  
Council President

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-77

**AUTHORIZING THE PAYMENT OF CLAIMS**

**WHEREAS**, N.J.S.A. 40A: 5-17 entitled “Approval and Payment of Claims and Required General Books of Account” generally sets forth the manner in which claims against municipalities are to be handled; and

**WHEREAS**, the attached bill list represents claims against the municipality for period including January 21, 2026 to February 2, 2026

**NOW, THEREFORE, BE IT RESOLVED** that the attached bill list is approved for payment.

\_\_\_\_\_  
Frank Donato III  
Chief Financial Officer

\_\_\_\_\_  
Terry Crowley, Jr.,  
Council President

FILES/AUTHORIZING THE PAYMENT OF CLAIMS – 01.09.26 TO 01.20.26.doc

**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, February 19, 2026 with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Levchuk						
Madden						
Polcini						
Winslow						

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

Ranges	Item Status	Purchase Types	Misc
<i>Range: First to Last</i> <i>Rcvd Batch Id Range: First to Last</i>	<i>Open: N</i> <i>Void: N</i> <i>Paid: N</i> <i>Held: Y</i> <i>Aprv: N</i> <i>Rcvd: Y</i>	<i>Bid: Y</i> <i>State: Y</i> <i>Other: Y</i> <i>Exempt: Y</i>	<i>P.O. Type: All</i> <i>Include Project Line Yes</i> <i>Items:</i> <i>Format: Condensed</i> <i>Include Non-Budgeted: Y</i> <i>Vendors: All</i>

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
21-00741	04/01/21	ENGDAM	ENGINEERING DESIGN ASSOCI/ 21-57-323	Open	\$482.50	\$0.00	B
21-00742	04/01/21	ENGDAM	ENGINEERING DESIGN ASSOCI/ 21-57-324	Open	\$3,556.50	\$0.00	B
23-02904	09/28/23	ENGDAM	ENGINEERING DESIGN ASSOCI/ RESOLUTION #23-60-122	Open	\$241.00	\$0.00	
24-00281	02/06/24	GEICONSU	GEI CONSULTANTS, INC RESOLUTION #23-60-094	Open	\$7,101.70	\$0.00	B
24-02277	08/02/24	ENGDAM	ENGINEERING DESIGN ASSOCI/ RESOLUTION #24-61-080	Open	\$65.00	\$0.00	B
24-03685	12/24/24	MBAKERJR	MICHAEL BAKER INTERNATION/ RESOLUTION #24-61-199	Open	\$21,266.36	\$0.00	B
25-00038	01/16/25	RIGGI	RIGGINS, INC. RESOLUTION #25-61-234	Open	\$23,153.20	\$0.00	B
25-00339	01/31/25	OCFAMILY	OC FAMILY MEDICINE Res. 25-61-264	Open	\$390.00	\$0.00	B
25-00340	01/31/25	SHOREPHYSHORE	PHYSICIANS GROUP Res. 25-61-264	Open	\$70.00	\$0.00	B
25-00430	02/06/25	THOMASMI	THOMAS G.SMITH, ESQ. RESOLUTION #25-61-256	Open	\$1,500.00	\$0.00	B
25-00679	03/14/25	WEATHRBY	WEATHERBY CONSTRUCTION & RESOLUTION #25-61-301	Open	\$205,577.54	\$0.00	B
25-00837	03/21/25	TRIAD	TRIAD ASSOCIATES RESOLUTION #24-61-103	Open	\$5,550.00	\$0.00	B
25-00958	04/10/25	THOMASMI	THOMAS G.SMITH, ESQ. RESOLUTION #25-61-256	Open	\$2,044.00	\$0.00	B
25-01423	06/05/25	SJLCA	SOUTH JERSEY LIFEGUARDS OCBP SJLCA Certification 25	Open	\$335.00	\$0.00	
25-01718	07/07/25	MCLEES	WILLIAM MCLEES ARCHITECTUF RESOLUTION #25-62-420	Open	\$73,412.00	\$0.00	B
25-01826	07/10/25	B H PHOT	B & H PHOTO-VIDEO RESOLUTION #25-61-233	Open	\$2,054.72	\$0.00	
25-01858	07/14/25	LEXA	LEXA CONCRETE, INC. RESOLUTION #25-62-381	Open	\$10,367.15	\$0.00	B
25-01981	08/04/25	ENGDAM	ENGINEERING DESIGN ASSOCI/ RESOLUTION #25-62-440	Open	\$25,747.85	\$0.00	B
25-02200	08/22/25	MCLEES	WILLIAM MCLEES ARCHITECTUF RESOLUTION #25-62-453	Open	\$8,000.00	\$0.00	B
25-02215	08/26/25	TRIAD	TRIAD ASSOCIATES	Open	\$800.00	\$0.00	
25-02538	09/15/25	SEASHORE	SEASHORE ASPHALT CORP.	Open	\$396.00	\$0.00	B
25-02543	09/19/25	STYRKER	STRYKER SALES CORPORATION Res 25-61-230	Open	\$7,996.80	\$0.00	
25-02599	09/30/25	RICHF	RICH FIRE PROTECTION	Open	\$460.00	\$0.00	
25-02942	10/17/25	PNBS	PRIOR NAMI BUSINESS SYSTEM RESOLUTION #25-61-234	Open	\$240.00	\$0.00	
25-02950	10/20/25	WITMER	WITMER PUBLIC SAFTEY GROU Res 25-61-234	Open	\$2,417.40	\$0.00	
25-02951	10/20/25	WITMER	WITMER PUBLIC SAFTEY GROU Res 25-61-234	Open	\$698.65	\$0.00	
25-02975	10/22/25	RAGTOPFI	RAGTOP FIRE HELMETS & REST	Open	\$9,503.15	\$0.00	
25-02991	10/23/25	BEESELEY	BEESELEY'S POINT SEA DOO, INC OCBP PWC Repair	Open	\$843.91	\$0.00	
25-03014	10/29/25	REMINGTO	REMINGTON & VERNICK ENGINE RES NO.25-62-491	Open	\$13,916.25	\$0.00	B
25-03021	10/31/25	ACTENGIN	ACT ENGINEERS INC RESOLUTION #25-62-516	Open	\$7,422.50	\$0.00	B
25-03025	10/31/25	WITMER	WITMER PUBLIC SAFTEY GROU Res 25-61-234	Open	\$458.76	\$0.00	
25-03071	11/12/25	JESCO	JESCO EQUIPMENT CO.	Open	\$3,787.45	\$0.00	
25-03104	11/14/25	RIVCONST	RIVERSIDE CONSTRUCTION RESOLUTION #25-62-507	Open	\$10,407.55	\$0.00	
25-03150	11/17/25	EMERALDI	EMERALD ISLE ACADEMY OF IRI St Patrick party entertainment	Open	\$150.00	\$0.00	
25-03157	11/20/25	JOHNT	JOHNSON & TOWERS, INC.	Open	\$1,214.19	\$0.00	
25-03165	11/20/25	SOMERSPC	CITY OF SOMERS POINT	Open	\$1,000.00	\$0.00	
25-03208	11/26/25	ACTENGIN	ACT ENGINEERS INC RESOLUTION #25-62-529	Open	\$7,235.25	\$0.00	B
25-03209	11/26/25	ENGDAM	ENGINEERING DESIGN ASSOCI/ RESOLUTION #25-62-530	Open	\$3,008.00	\$0.00	
26-00028	01/12/26	THOMSONR	THOMSON REUTERS	Open	\$442.00	\$0.00	
26-00048	01/15/26	ELDERPES	ELDER PEST CONTROL, INC	Open	\$1,200.00	\$0.00	
26-00050	01/15/26	NATIONAL	NATIONAL VISION ADMIN, LLC	Open	\$708.12	\$0.00	
26-00051	01/15/26	TRI-STAT	TRI-STATE DIAGNOSTICS CORP.	Open	\$32.00	\$0.00	
26-00088	01/16/26	JUSTR	JUST RIGHT TV PRODUCTIONS I Council Meeting Coverage	Open	\$735.00	\$0.00	
26-00096	01/19/26	ECP	E.C.P. BUSINESS MACHINES	Open	\$142.50	\$0.00	

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-00103	01/21/26	SHOREPHYSHORE PHYSICIANS GROUP	RESOLUTION #26-33	Open	\$555.00	\$0.00	
26-00109	01/21/26	GRITH	GRIFFITH & CARLUCCI, ESQUIRI PB Solicitor - GRIFFITH 2026	Open	\$2,496.00	\$0.00	
26-00116	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I RESOLUTION #25-62-470	Open	\$80.00	\$0.00	
26-00117	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I RESOLUTION #25-62-470	Open	\$80.00	\$0.00	
26-00120	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I RESOLUTION #25-62-470	Open	\$740.00	\$0.00	
26-00126	01/21/26	ELDERPES	ELDER PEST CONTROL, INC	Open	\$1,212.00	\$0.00	
26-00139	01/21/26	GEESE	GEESE CHASERS SOUTH JERSE	Open	\$1,299.00	\$0.00	
26-00143	01/21/26	PROFCLEA	PROFESSIONAL CLEANING SER RESOLUTION #25-62-553	Open	\$12,219.58	\$0.00	
26-00145	01/21/26	RIGGI	RIGGINS, INC. RESOLUTION #26-17	Open	\$27,838.30	\$0.00	
26-00147	01/21/26	SENTI	SENTINEL LEDGER	Open	\$705.60	\$0.00	
26-00148	01/21/26	SCHID	SCHINDLER ELEVATOR CORPOF RESOLUTION #26-17	Open	\$2,163.69	\$0.00	
26-00150	01/21/26	SJOVE	SOUTH JERSEY OVERHEAD DO	Open	\$574.00	\$0.00	
26-00151	01/21/26	PINELCON	PINELAND CONSTRUCTION, LLC RES. 22-59-085	Open	\$114,185.79	\$0.00	
26-00152	01/21/26	PINELCON	PINELAND CONSTRUCTION, LLC RES. 22-59-087	Open	\$4,434.87	\$0.00	
26-00153	01/21/26	GEMINGEN	GEMINI GENERAL CONTRACTIN	Open	\$6,995.00	\$0.00	
26-00154	01/21/26	PINELCON	PINELAND CONSTRUCTION, LLC RES 22-59-086	Open	\$114,185.79	\$0.00	
26-00155	01/21/26	PINELCON	PINELAND CONSTRUCTION, LLC RES 22-59-087	Open	\$10,902.00	\$0.00	
26-00157	01/21/26	PINELCON	PINELAND CONSTRUCTION, LLC RES 22-59-087	Open	\$7,303.05	\$0.00	
26-00158	01/21/26	PINELCON	PINELAND CONSTRUCTION, LLC RES 22-59-087	Open	\$7,954.82	\$0.00	
26-00160	01/22/26	SEASLE	CITY OF SEA ISLE CITY 2026 Shared Service	Open	\$12,864.00	\$0.00	
26-00161	01/22/26	SEASLE	CITY OF SEA ISLE CITY 2026 Shared Service	Open	\$14,000.01	\$0.00	
26-00169	01/22/26	SENTI	SENTINEL LEDGER 2026 SENTINEL LEDGER ADS	Open	\$202.00	\$0.00	
26-00171	01/22/26	GANN	GANN LAW BOOKS, INC.	Open	\$223.00	\$0.00	
26-00174	01/23/26	CMCMU	C.M.C.M.U.A. RESOLUTION #25-62-522	Open	\$30,003.77	\$0.00	
26-00178	01/27/26	CAPRI	CAPRIONI PORTABLE TOILETS, I RESOLUTION #25-61-470	Open	\$1,140.00	\$0.00	
26-00179	01/27/26	CZAR	LAMONT H. CZAR, P.E.	Open	\$14,625.00	\$0.00	
26-00180	01/27/26	MCBRIDEJ	JOHN MCBRIDE Winter Warrior Public Address	Open	\$300.00	\$0.00	
26-00232	01/30/26	PWANJ	PUBLIC WORKS ASSOC OF NJ	Open	\$165.00	\$0.00	
26-00236	01/30/26	TCTA	TCTANJ MEMBERSHIP SERVICE: 2026 TCTANJ MEMBER DUES-TGRA	Open	\$125.00	\$0.00	
26-00239	01/30/26	BIS	BUSINESS INFORMATION SYSTE	Open	\$1,841.17	\$0.00	
26-00240	01/30/26	650FIELD	DENNIS FIELD CDL LICENSE REIMBURSEMENT 20	Open	\$120.00	\$0.00	
26-00241	01/30/26	COPIE	COPIERS PLUS, INC. Hartzell Business Cards	Open	\$84.95	\$0.00	
26-00264	02/03/26	ACCURATE	ACCURATE LANGUAGE SERVICE	Open	\$180.00	\$0.00	
26-00267	02/04/26	NJDE3	N.J. DEPT. OF ENVIRONMENTAL	Open	\$100.00	\$0.00	
26-00269	02/04/26	INNOL	INNOVATIVE LEADERSHIP, LLC	Open	\$1,480.00	\$0.00	
26-00270	02/04/26	ACTENGIN	ACT ENGINEERS INC	Open	\$2,400.00	\$0.00	
26-00274	02/05/26	RICHF	RICH FIRE PROTECTION	Open	\$3,411.00	\$0.00	
26-00275	02/05/26	STAN2	STANLEY ACCESS TECHNOLOGI	Open	\$592.00	\$0.00	
26-00280	02/05/26	RIVCONST	RIVERSIDE CONSTRUCTION RES 25-62-507	Open	\$22,804.01	\$0.00	
26-00281	02/05/26	POWELLEL	ELIZABETH POWELL	Open	\$195.03	\$0.00	
26-00282	02/05/26	BONDRAVI	VICTORIA BONDRA	Open	\$509.46	\$0.00	
26-00283	02/05/26	GEIGERMA	MARY ANN GEIGER	Open	\$708.80	\$0.00	
26-00284	02/05/26	PARKINBE	BEVERLY PARKINSON	Open	\$500.00	\$0.00	
26-00285	02/05/26	SANTOSBI	BIAGIA J. SANTOSUOSSO	Open	\$11.21	\$0.00	
26-00286	02/05/26	MEYERJAN	JANNE MEYER	Open	\$50.00	\$0.00	
26-00287	02/05/26	WARRENRI	RITA WARREN	Open	\$43.32	\$0.00	
26-00288	02/05/26	RIDDLEJO	JOANNE RIDDLE	Open	\$112.09	\$0.00	
26-00298	02/06/26	PERNAFIN	PERNA FINNIGAN, INC.	Open	\$13,248.74	\$0.00	

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-00301	02/06/26	BLANEYKA	BLANEY, DONOHUE, & WEINBER Res. 24-60-327	Open	\$8,949.00	\$0.00	
26-00302	01/01/26	4IMPRINT	4IMPRINT, INC. PURCHASE CARD	Open	\$877.45	\$0.00	PC2
26-00303	01/01/26	ACE PLUM	ACE PLUMBING & ELEC. SUPPLI PURCHASE CARD	Open	\$416.52	\$0.00	PC2
26-00304	01/01/26	ACME	ACME MARKETS PURCHASE CARD	Open	\$725.90	\$0.00	PC2
26-00305	01/01/26	ADP	AUTOMATIC DATA PROCESSING PURCHASE CARD	Open	\$23,111.66	\$0.00	PC2
26-00306	01/01/26	AEROBOTT	AEROBOTTLE PURCHASE CARD	Open	\$25.74	\$0.00	PC2
26-00307	01/01/26	AHA	AMERICAN HEART ASSOCIATION PURCHASE CARD	Open	\$628.47	\$0.00	PC2
26-00308	01/01/26	ALLBRAND	ALL BRAND APPLIANCE PARTS PURCHASE CARD	Open	\$95.09	\$0.00	PC2
26-00309	01/01/26	ALWAYSAD	ALWAYS ADVANCING PURCHASE CARD	Open	\$395.91	\$0.00	PC2
26-00310	01/01/26	AMAZON	AMAZON.COM PURCHASE CARD	Open	\$10,220.17	\$0.00	PC2
26-00311	01/01/26	AMAZONPRAMA	AMAZONPRIME MEMBERSHIP PURCHASE CARD	Open	\$1,338.71	\$0.00	PC2
26-00312	01/01/26	APRSUPPL	APR SUPPLY CO PURCHASE CARD	Open	\$2,896.88	\$0.00	PC2
26-00313	01/01/26	AUSTN	AUSTIN'S SPORTS PURCHASE CARD	Open	\$2,857.40	\$0.00	PC2
26-00314	01/01/26	B H PHOT	B & H PHOTO-VIDEO PURCHASE CARD	Open	5,427.50	\$0.00	PC2
26-00315	01/01/26	BILLO	BILLOWS ELECTRIC SUPPLY CO PURCHASE CARD	Open	\$5,524.97	\$0.00	PC2
26-00316	01/01/26	BLOODGOC	BLOODGOOD LAW EMFORCEME PURCHASE CARD	Open	\$395.00	\$0.00	PC2
26-00317	01/01/26	BLUETRIT	BLUETRITON BRANDS INC PURCHASE CARD	Open	\$831.87	\$0.00	PC2
26-00318	01/01/26	BMI	BROADCAST MUSIC INC. PURCHASE CARD	Open	\$1,524.19	\$0.00	PC2
26-00319	01/01/26	BRICKSRU	BRICKSRUS.COM PURCHASE CARD	Open	\$250.27	\$0.00	PC2
26-00320	01/01/26	BUDSIESP	BUDSIES PR LLC PURCHASE CARD	Open	\$1,982.75	\$0.00	PC2
26-00321	01/01/26	CDW-G	CDW-G GOVERNMENT INC. PURCHASE CARD	Open	\$4,520.46	\$0.00	PC2
26-00322	01/01/26	CINTA	CINTAS FIRST AID, CORP PURCHASE CARD	Open	\$1,426.53	\$0.00	PC2
26-00323	01/01/26	COMCAST	COMCAST CABLE PURCHASE CARD	Open	\$423.55	\$0.00	PC2
26-00324	01/01/26	COMCASTP	COMCAST OF PLEASANTVILLE PURCHASE CARD	Open	\$8,346.70	\$0.00	PC2
26-00325	01/01/26	CVS	CVS PURCHASE CARD	Open	\$185.85	\$0.00	PC2
26-00326	01/01/26	CYCLEPAR	CYCLE PARTS NATION PURCHASE CARD	Open	\$554.31	\$0.00	PC2
26-00327	01/01/26	DOLRTREE	DOLLAR TREE STORE INC PURCHASE CARD	Open	\$3.75	\$0.00	PC2
26-00328	01/01/26	DRYFLY	DRY FLY PURCHASE CARD	Open	\$101.00	\$0.00	PC2
26-00329	01/01/26	EASTCFLA	EAST COAST FLAG & FLAGPOLE PURCHASE CARD	Open	\$1,412.00	\$0.00	PC2
26-00330	01/01/26	EASTERNS	EASTERNS SURPLUS & EQUIP., PURCHASE CARD	Open	\$2,234.00	\$0.00	PC2
26-00331	01/01/26	EVOSTUDI	EVO STUDIOS INC. PURCHASE CARD	Open	\$921.00	\$0.00	PC2
26-00332	01/01/26	EZPASS	NEW JERSEY E-Z PASS PURCHASE CARD	Open	\$385.00	\$0.00	PC2
26-00333	01/01/26	FAMILYAU	FAMILY AUTO GLASS PURCHASE CARD	Open	\$850.00	\$0.00	PC2
26-00334	01/01/26	FASTENAL	FASTENAL COMPANY PURCHASE CARD	Open	\$117.79	\$0.00	PC2
26-00335	01/01/26	FEDEX	FEDERAL EXPRESS CORPORAT PURCHASE CARD	Open	\$128.72	\$0.00	PC2
26-00336	01/01/26	FEDEXFRE	FEDEX FREIGHT PURCHASE CARD	Open	\$18.95	\$0.00	PC2
26-00337	01/01/26	FROMEAPA	FRO ME A PARTY PURCHASE CARD	Open	\$78.84	\$0.00	PC2
26-00338	01/01/26	GENTI	GENTILINI FORD INC. PURCHASE CARD	Open	\$204.04	\$0.00	PC2
26-00339	01/01/26	GESOFTWAG	SOFTWARE INC PURCHASE CARD	Open	\$160.00	\$0.00	PC2
26-00340	01/01/26	GLOUCTWPF	GLOUCESTER TOWNSHIP POLIC PURCHASE CARD	Open	\$390.00	\$0.00	PC2
26-00341	01/01/26	GOOGLE	GOOGLE, INC. PURCHASE CARD	Open	\$99.98	\$0.00	PC2
26-00342	01/01/26	GOTOCOM	GOTO.COM PURCHASE CARD	Open	\$184.99	\$0.00	PC2
26-00343	01/01/26	GRAIN	GRAINGER, INC. W.W. PURCHASE CARD	Open	\$2,622.88	\$0.00	PC2
26-00344	01/01/26	HDSUPPLY	HD SUPPLY PURCHASE CARD	Open	\$209.75	\$0.00	PC2
26-00345	01/01/26	HERTZ	HERTZ EQUIPMENT RENTAL COI PURCHASE CARD	Open	\$153.28	\$0.00	PC2
26-00346	01/01/26	HOMED	HOME DEPOT PURCHASE CARD	Open	\$1,898.04	\$0.00	PC2
26-00347	01/01/26	IACP	INTERNATIONAL ASSOCIATION ( PURCHASE CARD	Open	\$270.00	\$0.00	PC2
26-00348	01/01/26	JOHNO	JOHNSON'S POPCORN PURCHASE CARD	Open	\$238.56	\$0.00	PC2

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-00349	01/01/26	JOHNSTON JOHNSTONE SUPPLY	PURCHASE CARD	Open	\$4,390.92	\$0.00	PC2
26-00350	01/01/26	JOTFORM JOTFORM	PURCHASE CARD	Open	\$39.00	\$0.00	PC2
26-00351	01/01/26	KILWINS KILWINS - OCEAN CITY NJ	PURCHASE CARD	Open	\$25.50	\$0.00	PC2
26-00352	01/01/26	LODCI LIBERTY OVERHEAD DOOR CO	PURCHASE CARD	Open	\$229.00	\$0.00	PC2
26-00353	01/01/26	LOWES LOWE'S HOME CENTER INC.	PURCHASE CARD	Open	\$750.30	\$0.00	PC2
26-00354	01/01/26	MAILCHIM MAILCHIMP	PURCHASE CARD	Open	\$385.00	\$0.00	PC2
26-00355	01/01/26	MCKISSOC MCKISSOCK LLC	PURCHASE CARD	Open	\$65.00	\$0.00	PC2
26-00356	01/01/26	MEDIASIG MEDIA SIGNAGE INC	PURCHASE CARD	Open	\$358.92	\$0.00	PC2
26-00357	01/01/26	MICROSOF MICROSOFT	PURCHASE CARD	Open	\$63.00	\$0.00	PC2
26-00358	01/01/26	MIDATLAN MID-ATLANTIC TRUCK & EQUIPM	PURCHASE CARD	Open	\$1,498.07	\$0.00	PC2
26-00359	01/01/26	MMCLEAN M&M COMMERCIAL & RESIDENT	PURCHASE CARD	Open	\$990.00	\$0.00	PC2
26-00360	01/01/26	NAPAAUTO SEAVILLE NAPAAUTO PARTS	PURCHASE CARD	Open	\$1,437.12	\$0.00	PC2
26-00361	01/01/26	NET3TECH NET3 TECHNOLOGY	PURCHASE CARD	Open	\$780.61	\$0.00	PC2
26-00362	01/01/26	NHPRODUCNATIONAL HIGHWAY PRODUCTS	PURCHASE CARD	Open	\$519.80	\$0.00	PC2
26-00363	01/01/26	NJBUSINE NJ BUSINESS SERVICES	PURCHASE CARD	Open	\$630.00	\$0.00	PC2
26-00364	01/01/26	NJGOVSER NJ GOV'T SERVICES	PURCHASE CARD	Open	\$1,219.39	\$0.00	PC2
26-00365	01/01/26	NJMVC NJMVC CARDIFF CARD	PURCHASE CARD	Open	\$350.00	\$0.00	PC2
26-00366	01/01/26	OCCHA O.C. REGIONAL CHAMBER OF	PURCHASE CARD	Open	\$300.00	\$0.00	PC2
26-00367	01/01/26	OPENRANGOPEN RANGE FOOD & DRINK	PURCHASE CARD	Open	\$341.00	\$0.00	PC2
26-00368	01/01/26	OTTERAI OTTER.AI	PURCHASE CARD	Open	\$108.86	\$0.00	PC2
26-00369	01/01/26	PARK PARK ELECTRIC MOTOR COMPA	PURCHASE CARD	Open	\$3,481.38	\$0.00	PC2
26-00370	01/01/26	PATCHPLA PATCH PLAQUES AND MORE	PURCHASE CARD	Open	\$203.45	\$0.00	PC2
26-00371	01/01/26	PHILI PHILADELPHIA INQUIRER, INC.	PURCHASE CARD	Open	\$27.96	\$0.00	PC2
26-00372	01/01/26	PHLAIRPO PHILADELPHIA AIRPORT	PURCHASE CARD	Open	\$64.97	\$0.00	PC2
26-00373	01/01/26	PITNC PITNEY BOWES SUPPLY OPERA	PURCHASE CARD	Open	\$409.69	\$0.00	PC2
26-00374	01/01/26	POWER DMPOWERDMS, INC	PURCHASE CARD	Open	\$15,949.80	\$0.00	PC2
26-00375	01/01/26	PRESS THE PRESS OF ATLANTIC CITY	PURCHASE CARD	Open	\$120.77	\$0.00	PC2
26-00376	01/01/26	PROFENCEPROGRESSIVE FENCE & LANDS	PURCHASE CARD	Open	\$2,806.75	\$0.00	PC2
26-00377	01/01/26	PROVI PRO VIDEO ENGINEERING	PURCHASE CARD	Open	\$9,686.00	\$0.00	PC2
26-00378	01/01/26	REIBII REIBII.COM	PURCHASE CARD	Open	\$1,214.22	\$0.00	PC2
26-00379	01/01/26	REPAIRCL REPAIRCLINIC.COM	PURCHASE CARD	Open	\$749.22	\$0.00	PC2
26-00380	01/01/26	RICCIARD RICCIARDI BROTHERS OF SJ INI	PURCHASE CARD	Open	\$169.17	\$0.00	PC2
26-00381	01/01/26	ROGUE ROGUE FITNESS	PURCHASE CARD	Open	\$117.02	\$0.00	PC2
26-00382	01/01/26	RUTGU RUTGERS UNIVERSITY CON. ED	PURCHASE CARD	Open	\$120.00	\$0.00	PC2
26-00383	01/01/26	SAM 1 SAM'S CLUB/GEMB	PURCHASE CARD	Open	\$4,723.11	\$0.00	PC2
26-00384	01/01/26	SECRE THE SECRET GARDEN FLORIST	PURCHASE CARD	Open	\$137.00	\$0.00	PC2
26-00385	01/01/26	SEETON SEETON TURF WAREHOUSE, LL	PURCHASE CARD	Open	\$2,282.00	\$0.00	PC2
26-00386	01/01/26	SHERW SHERWIN WILLIAMS #3760	PURCHASE CARD	Open	\$110.52	\$0.00	PC2
26-00387	01/01/26	SHOEM SHOEMAKER LUMBER COMPAN	PURCHASE CARD	Open	\$753.23	\$0.00	PC2
26-00388	01/01/26	SHOIFY SHOIFY HARDWARE	PURCHASE CARD	Open	\$5,115.55	\$0.00	PC2
26-00389	01/01/26	SHORH SHORE HARDWARE	PURCHASE CARD	Open	\$179.99	\$0.00	PC2
26-00390	01/01/26	SOJER SOUTH JERSEY PAPER PROD,C	PURCHASE CARD	Open	\$4,454.48	\$0.00	PC2
26-00391	01/01/26	SPARKCON SPARK CONTRACTORS	PURCHASE CARD	Open	\$634.12	\$0.00	PC2
26-00392	01/01/26	STARLINK STARLINK INTERNET	PURCHASE CARD	Open	\$165.00	\$0.00	PC2
26-00393	01/01/26	START STARLITE PRODUCTIONS	PURCHASE CARD	Open	\$634.61	\$0.00	PC2
26-00394	01/01/26	STICKERM STICKER MULE	PURCHASE CARD	Open	\$19.00	\$0.00	PC2
26-00395	01/01/26	STREAMHOSTREAMHOSTER COM	PURCHASE CARD	Open	\$30.00	\$0.00	PC2
26-00396	01/01/26	SUPPLYHO SUPPLYHOUSE.COM	PURCHASE CARD	Open	\$1,748.96	\$0.00	PC2

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-00397	01/01/26	SWIMOUTL SWIMOUTLET.COM	PURCHASE CARD	Open	435.50	\$0.00	PC2
26-00398	01/01/26	SYSCO SYSCO CORPORTATION	PURCHASE CARD	Open	\$6,362.29	\$0.00	PC2
26-00399	01/01/26	TEDFARIN TED FARINA ELECTRONICS LLC	PURCHASE CARD	Open	\$1,150.00	\$0.00	PC2
26-00400	01/01/26	THEFLOWETHE FLOWER COMPANY	PURCHASE CARD	Open	\$94.97	\$0.00	PC2
26-00401	01/01/26	TLO TLO TRANSUNION, LLC	PURCHASE CARD	Open	\$106.63	\$0.00	PC2
26-00402	01/01/26	VERIW VERIZON WIRELESS	PURCHASE CARD	Open	\$1,050.99	\$0.00	PC2
26-00403	01/01/26	VIKINGEN VIKING ENGRAVING LLC	PURCHASE CARD	Open	\$565.00	\$0.00	PC2
26-00404	01/01/26	WALLA WALLACE HARDWARE INC.	PURCHASE CARD	Open	\$341.33	\$0.00	PC2
26-00405	01/01/26	WALMART WALMART.COM	PURCHASE CARD	Open	\$45.39	\$0.00	PC2
26-00406	01/01/26	WBMASON W. B. MASON COMPANY, INC.	PURCHASE CARD	Open	\$2,738.12	\$0.00	PC2
26-00407	01/01/26	WEISSMUS STEVE WEISS MUSIC, INC.	PURCHASE CARD	Open	421.95	\$0.00	PC2
26-00408	01/01/26	ZOOMUS ZOOM.US	PURCHASE CARD	Open	\$33.04	\$0.00	PC2

<b>Total Purchase Orders:</b>	<b>200</b>	<b>Total P.O. Line Items:</b>	<b>0</b>	<b>Total List Amount:</b>	<b>\$1,072,074.24</b>	<b>Total Void Amount:</b>	<b>\$0.00</b>
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Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total
	5-01	\$194,569.13	\$0.00	\$194,569.13	\$0.00	\$0.00	\$0.00
	6-01	\$412,677.16	\$0.00	\$412,677.16	\$2,129.91	\$0.00	\$0.00
	6-12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,551.00
	Year Total:	\$412,677.16	\$0.00	\$412,677.16	\$2,129.91	\$0.00	\$2,551.00
	C-04	\$437,830.16	\$0.00	\$437,830.16	\$0.00	\$0.00	\$0.00
	G-02	\$11,950.48	\$0.00	\$11,950.48	\$0.00	\$0.00	\$0.00
	T-12	\$10,366.40	\$0.00	\$10,366.40	\$0.00	\$0.00	\$0.00
<b>Total Of All Funds:</b>		<b>\$1,067,393.33</b>	<b>\$0.00</b>	<b>\$1,067,393.33</b>	<b>\$2,129.91</b>	<b>\$0.00</b>	<b>\$2,551.00</b>

Project Description	Project No.	Rcvd Total
858 ASBURY AVENUE	25-006PBA	\$516.00
3400-02 WEST AVENUE	25-008PBA	\$180.00
112 SIXTH STREET	25-010PBA	\$288.00
600 BOARDWALK	25-011PBA	\$1,512.00
505 GULL ROAD AKA GULL HAVEN D	25-011ZBA	\$27.00
4721 CENTRAL AVENUE	25-015ZBA	\$28.00
<b>Total Of All Projects:</b>		<b>\$2,551.00</b>