

ORDINANCE NO. 26-04

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

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

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

WHEREAS, the City Council of the City of Ocean City in the County of Cape May finds it advisable and necessary to increase its CY 2026 budget by up to **3.5%** over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the City Council hereby determines that a **3.5%** increase in the budget for said year, amounting to **\$2,721,234.74** excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the City Council hereby determines that any amount authorized herein above that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Ocean City, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2026 budget year, the final appropriations of the City of Ocean City shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by **3.5%**, amounting to **\$2,721,234.74**, and that the CY 2026 municipal budget for the City of Ocean City be approved and adopted in accordance with this ordinance; and,

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

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

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

This ordinance shall take effect 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 23rd day of April, 2026 and was taken up for a second reading and final passage at a meeting of said Council held on the 21st day of May, 2026 in Council Chambers, City Hall, Ocean City, New Jersey, at six o'clock in the evening.

Melissa G. Rasner, City Clerk

ORDINANCE NO. 26-05

A BOND ORDINANCE APPROPRIATING \$23,573,600.00 AND AUTHORIZING THE ISSUANCE OF \$22,394,920.00 IN BONDS AND NOTES OF THE CITY OF OCEAN CITY FOR THE VARIOUS IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF OCEAN CITY, NEW JERSEY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OCEAN CITY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY, (not less than two-thirds of members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this Bond Ordinance are hereby respectively authorized as general improvements to be made or acquired by Ocean City, New Jersey for said several improvements or purposes stated in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefore and amounting in the aggregate to \$23,573,600.00 including the aggregate sum of \$1,178,680.00 from Capital Improvement Fund as the several down payments for said improvements for purposes required by law and more particularly described in Section 3 and now available therefore by virtue of a provision in a previously adopted budget or budgets of the City for down payment or for capital improvement or purposes.

Section 2. For the financing of said improvements or purposes and to meet the part of said \$23,573,600.00 appropriations not provided for by application hereunder of said down payments, negotiable bonds of the City of Ocean City are hereby authorized to be issued in the principal amount of \$22,394,920.00 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in a principal amount not exceeding \$22,394,920.00 are hereby authorized to be issued pursuant to and within the limitations prescribed by said law.

Section 3. The improvements hereby authorized and the several purposes for the financing of which said obligations are to be issued, the appropriations made for an estimated cost of each purpose (in each case, including all work or materials necessary therefore or incidental thereto, and as shown on and in accordance with the plans and specifications therefore on file in the Office of the City Clerk and hereby approved), and the estimated maximum amounts of bonds or notes to be issued for each such purpose, are respectively as follows:

SEE ATTACHED SECTION 3

The excess of the appropriations made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefore, as above stated, is the amount of the said down payment for said purpose.

Section 4. The following additional matters are hereby determined, declared and recited as stated:

(a) The said purposes described in Section 3 of this Bond Ordinance are not current expenses and are each a property or improvement which the City may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specifically assessed on property specifically benefited thereby.

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law and taking into consideration the respective amounts of the said obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the said bonds authorized by this Bond Ordinance is 15.56 years.

(c) The supplemental debt statement required by the said law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statements show that the gross debt of the City as defined in said law is increased by the authorization of the bonds and notes provided for in this Bond Ordinance by \$22,394,920.00 and the said obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said law.

(d) Amounts not exceeding \$1,500,000.00 in the aggregate for interest on said obligations, costs of issuing said obligations, engineering cost and other items of expense listed in and permitted under Section 40A:2-20 of said Law, may be included as part of the cost of said improvements are included in the foregoing estimate therefore.

Section 5. The funds from time to time received by the City on account of any grant or monies referred to in Section 1 of this Bond Ordinance shall be used for financing the improvement or purpose described in Section 3 of this Bond Ordinance, by application thereof, either to direct payment of the costs of said improvements or purpose, or to payment or reduction of the amount of the obligations of the City authorized by this Bond Ordinance. Any such funds so received may, and all such funds so received which are not required for direct payment of such costs shall, be held and applied by the City as funds applicable only to the payment of obligations of the City authorized by this Bond Ordinance.

Section 6. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer; provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with notes issued pursuant to this Ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such terminations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver the same to the purchaser thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Administrator and Council at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this Ordinance is made. Such report must include the amount, the description, the interest rate, the maturity schedule of the notes sold, and price obtained and the name of the purchaser.

Section 7. The City hereby declares the intent of the City to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Section 8. The Chief Financial Officer of the City is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 9. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this Bond Ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable property within the City for the payment of said obligations and interest thereon without limitations of rate or amount.

Section 10. The Capital Budget of the City of Ocean City is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistencies created hereby. To the extent of any inconsistencies, a revised budget has been filed with the Division of Local Government Services.

Section 11. The Bond Ordinance shall take effect twenty (20) days after first publication thereof after final adoption, as provided by said Local Bond 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 23rd day of April, 2026 and was taken up for a second reading and final passage at a meeting of said Council held on the 7th day of May, 2026 in Council Chambers, City Hall, Ocean City, New Jersey, at six o'clock in the evening.

Melissa G. Rasner, City Clerk

Section 3 of Bond Ordinance 26-05

<u>Improvement or Purpose</u>	<u>Improvement Authorization</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Useful Life</u>
(A) Improvement by construction and reconstruction of various streets and alleys based on the City of Ocean City capital plan including associated professional services	\$ 1,000,000	\$ 950,000	10
(B) Improvement by construction and reconstruction of various storm water drainage systems and associated roadways based on the City of Ocean City capital plan including associated professional services	\$ 4,000,000	\$ 3,800,000	40
(C) Improvements to the Ocean City beachfront including but not limited to beachfront renourishment projects in conjunction with the US Army Corps and the State of New Jersey, as well as associated dune maintenance	\$ 3,130,000	\$ 2,973,500	5
(D) Improvement by construction or reconstruction of the Boardwalk including but not limited to decking, foundation, ramp, stair and railing replacements, including associated professional services, all related work, and all items incidental thereto	\$ 1,200,000	\$ 1,140,000	10
(E) Improvement by construction, rehabilitation, and repair of public buildings including but not limited to the Airport Terminal Building, Beach Patrol Facilities & Ventilation, Community Center & Welcome Center HVAC, Fire Headquarters Renovation Design, Music Pier Envelope & Exterior Doors, various roof repairs for solar installation, 4th Street Lifesaving Station repairs, and general building improvements	\$ 5,245,000	\$ 4,982,750	20
(F) Improvement by construction, rehabilitation, and repair of public facilities including but not limited to, portable bleacher replacements, city wide landscaping, fencing and irrigation upgrades, Carey Field Audio upgrade, Natatorium & Bayside Center improvements, 35th Street Little League batting cage upgrades, Downtown Streetscaping & Lighting, 18th St Pickleball & Parking upgrades, Golf Course Netting replacement, and general property improvements	\$ 3,838,000	\$ 3,646,100	10
(G) Acquisition by public purchase of the following vehicles and equipment including but not limited to a refurbish boat, jet skis, police SUV, C.S. genie lift, Storm Truck apparatus, Vehicle rehab, Fire replace 2 Pumper engines, Fire Side by Side, various trucks, various vans, Dump trucks	\$ 4,240,000	\$ 4,028,000	5
(H) Acquisition of equipment for the following departments and operations, including but not limited to Police & Fire Departments and Beach Patrol as well as general departmental equipment	\$ 847,600	\$ 805,220	5
(I) Acquisition of the following communications equipment including but not limited to general IT/communications equipment, City-wide server& communication upgrades	\$ 73,000	\$ 69,350	5
	<u>\$ 23,573,600</u>	<u>\$ 22,394,920</u>	<u>15.56</u>

ORDINANCE NO. 26-06

AN ORDINANCE OF THE CITY OF OCEAN CITY, COUNTY OF CAPE MAY AND STATE OF NEW JERSEY, AMENDING THE MUNICIPAL CODE TO PROHIBIT THE PARKING OF TRAILERS AND CONSTRUCTION VEHICLES ADJACENT TO MUNICIPAL PLAYGROUNDS AND RECREATION FIELDS

WHEREAS, the City Council of the City of Ocean City finds that the parking of large trailers and construction vehicles adjacent to areas frequented by children, specifically playgrounds and recreation fields, creates significant visual obstructions; and

WHEREAS, maintaining maximum visibility in these areas is critical for the safety and supervision of children and to ensure that law enforcement and the public can clearly monitor activity within these recreational zones; and

WHEREAS, New Jersey law, including N.J.S.A. 39:4-138, grants municipalities the authority to regulate the stopping and parking of vehicles for the safety of the public.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ocean City that §4-32 “Parking of Commercial Vehicles, Boats and Boat Trailers” to add the following:

Section 1.

§4-32 h. The parking of trailers and construction vehicles adjacent to municipal playgrounds and recreation fields is prohibited.

1. As used in this section, the following definitions apply:

CONSTRUCTION VEHICLE/EQUIPMENT: Includes, but is not limited to, backhoes, bulldozers, mixers, chippers, dump trucks with a gross vehicle weight exceeding 7,000 pounds, and any vehicle primarily designed or used for construction or demolition.

TRAILER: Any vehicle without an engine or power source designed to be transported by attachment to a motor vehicle, including but not limited to utility trailers, landscaping trailers, commercial trailers, and boat trailers.

RECREATION ZONE: Any municipal playground, park, athletic field, or recreational facility owned or operated by the City of Ocean City or Ocean City School District.

2. Parking Prohibitions

- A. Prohibited Areas: No person shall park, store, or leave standing any construction vehicle, construction equipment, or trailer on any public street, alley or right-of-way directly adjacent to a designated Recreation Zone.
- B. Visibility Buffer: The prohibition shall extend to any street segment within fifty (50) feet of the property line of any municipal playground or recreation field.

Section 3.

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

Section 4.

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 5.

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 23rd day of April, 2026 and was taken up for a second reading and final passage at a meeting of said Council held on the 7th day of May, 2026 in Council Chambers, City Hall, Ocean City, New Jersey, at six o'clock in the evening.

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 INCONSISTENT 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.

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 are 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- 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 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; and, when an existing structure, other than a detached single family dwelling, is constructed, demolished and replaced, or expanded in space or volume whether the space is habitable or non-habitable; 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 in space or volume whether the space is habitable or non-habitable 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. The developer shall pay one hundred percent (100%) of the calculated development fee amount prior to the municipal issuance of a final certificate of occupancy for the subject property.

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 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.

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 23rd day of April, 2026 and was taken up for a second reading and final passage at a meeting of said Council held on the 7th day of May, 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. 26-116

AUTHORIZING THE AWARD OF CITY CONTRACT #26-15, DEMOLITION OF THE OCEAN CITY PUBLIC SAFETY BUILDING LOCATED AT BLOCK 805, LOT 6 TO TAMCO CONSTRUCTION, INC.

WHEREAS, the specifications were authorized for advertisement by Resolution #25-05 on Thursday, January 8, 2026 for City Contract #26-15, Demolition of the Ocean City Public Safety Building Block 805, Lot 6; and

WHEREAS, the Notice to Bidders was advertised on the Ocean City Public Notices Webpage on Wednesday, April 1, 2026 and the Invitation to Bidders was distributed to various prospective bidders through the OpenGov E-Procurement platform for City Contract #26-15, Demolition of the Ocean City Public Safety Building Block 805, Lot 6; and

WHEREAS, the bid proposals were opened for City Contract #26-15, Demolition of the Ocean City Public Safety Building Block 805, Lot 6 on Thursday, April 16, 2026 and seven (7) bid proposals were received per the attached summary of bid proposals; 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 Tamco Construction, Inc. 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 #26-15, Demolition of the Ocean City Public Safety Building Block 805, Lot 6 be and is hereby awarded to the following lowest responsible bidder as follows:

**Tamco Construction, Inc.
4387 W. Swamp Road #283
Doylestown, PA 18902**

Base Bid City Contract #26-15

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
1.	MOBILIZATION, PROJECT START UP & MAINTENANCE AND PROTECTION OF TRAFFIC.....	1 L.S.	\$14,000.00	\$14,000.00
2.	INSTALL SOIL EROSION MEASURES..	1 L.S.	\$3,500.00	\$3,500.00
3.	DEMOLITION OF SITE.....	1 L.S.	\$224,000.00	\$224,000.00
4.	SOIL SAMPLING TEST.....	1 L.S.	\$1,500.00	\$3,000.00
5.	REMOVAL OF OIL TANK.....	1 L.S.	\$35,000.00	\$35,000.00
6.	BORROW FILL.....	1,000 C.Y.	\$30.00	\$30,000.00
7.	DENSE GRADE.D AGGREGATE, 6" THICK.....	430 C.Y.	\$40.00	\$17,200.00
8.	HMA 12.5 M64 BASE COURSE, 2" THICK.....	330 TON	\$135.00	\$44,550.00
9.	PARKING LOT STRIPING.....	1 L.S.	\$1,900.00	\$1,900.00
10.	REMOVAL OF ASBESTOS.....	1 L.S.	\$195,000.00	\$195,000.00
11.	REMOVAL OF CONTAMINATED SOILS.....	1 L.S.	500,000.00	500,000.00
Total for Items 1-11 for City Contract #26-15.....				\$1,068,150.00

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

RESOLUTION

No. 26-116

BE IT FURTHER RESOLVED that the Mayor and the City Purchasing Manager are hereby authorized to enter into a contract with Tamco Construction, Inc. for City Contract #26-15, Demolition of the Ocean City Public Safety Building Block 805, Lot 6 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-04-55-331-201.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RAW CC #26-15 Demo of Public Safety Building.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, April 23, 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 #26-15

Demolition of the Ocean City Public Safety Building Located at Block 805, Lot 6

BASE BID FOR CITY CONTRACT #26-15		Quantity		Unit of Measure		Tamco Construction Inc		SJ Hauck Construction, LLC		Manafort Brothers Incorporated		Caravela Demolition, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION, PROJECT START UP & MAINTENANCE AND PROTECTION OF TRAFFI	1	L.S.	\$14,000.00	\$14,000.00	\$13,500.00	\$13,500.00	\$50,000.00	\$50,000.00	\$9,000.00	\$9,000.00		
2	INSTALL SOIL EROSION MEASURES	1	L.S.	\$3,500.00	\$3,500.00	\$8,800.00	\$8,800.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
3	DEMOLITION OF SITE	1	L.S.	\$224,000.00	\$224,000.00	\$525,230.00	\$525,230.00	\$405,000.00	\$405,000.00	\$725,000.00	\$725,000.00		
4	SOIL SAMPLING TEST	2	EA	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$5,000.00	\$5,000.00		
5	REMOVAL OF OIL TANK	1	EA	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00		
6	BORROW FILL	1000	C.Y.	\$30.00	\$30,000.00	\$22.80	\$22,800.00	\$48.00	\$48,000.00	\$34.00	\$34,000.00		
7	DENSE GRADED AGGREGATE, 6" THICK	430	C.Y.	\$40.00	\$17,200.00	\$118.00	\$50,740.00	\$100.00	\$43,000.00	\$94.10	\$40,463.00		
8	HMA 12.5 M64 BASE COURSE, 2" THICK	330	TON	\$135.00	\$44,550.00	\$158.00	\$52,140.00	\$200.00	\$66,000.00	\$161.80	\$53,394.00		
9	PARKING LOT STRIPING	1	L.S.	\$1,900.00	\$1,900.00	\$3,190.00	\$3,190.00	\$4,000.00	\$4,000.00	\$2,565.00	\$2,565.00		
10	REMOVAL OF ASBESTOS	1	L.S.	\$195,000.00	\$195,000.00	\$199,700.00	\$199,700.00	\$323,000.00	\$323,000.00	\$146,125.00	\$146,125.00		
11	OWNERS CONTINGENCY (REMOVAL OF CONTAMINATED SOILES)	1	L.S.	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00		
Total				\$1,068,150.00	\$1,378,500.00	\$1,807,304.30	\$1,456,000.00	\$1,530,547.00					

BASE BID FOR CITY CONTRACT #26-15		Quantity		Unit of Measure		Frank Galbraith & Son Excavation and Demo		Vollers Excavating & Construction, Inc.		Yannuzzi Group, Inc.		Engineer's Estimate	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION, PROJECT START UP & MAINTENANCE AND PROTECTION OF TRAFFI	1	L.S.	\$25,000.00	\$25,000.00	\$51,700.00	\$51,700.00	\$64,125.00	\$64,125.00				
2	INSTALL SOIL EROSION MEASURES	1	L.S.	\$5,000.00	\$5,000.00	\$8,515.00	\$8,515.00	\$10,712.00	\$10,712.00				
3	DEMOLITION OF SITE	1	L.S.	\$830,000.00	\$830,000.00	\$789,280.00	\$789,280.00	\$1,011,667.00	\$1,011,667.00				
4	SOIL SAMPLING TEST	2	EA	\$1,500.00	\$3,000.00	\$3,250.00	\$6,500.00	\$2,600.00	\$5,200.00				
5	REMOVAL OF OIL TANK	1	EA	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$14,500.00	\$14,500.00				
6	BORROW FILL	1000	C.Y.	\$35.00	\$35,000.00	\$71.26	\$71,260.00	\$35.50	\$35,500.00				
7	DENSE GRADED AGGREGATE, 6" THICK	430	C.Y.	\$75.00	\$32,250.00	\$163.95	\$70,498.50	\$40.00	\$17,200.00				
8	HMA 12.5 M64 BASE COURSE, 2" THICK	330	TON	\$150.00	\$49,500.00	\$240.76	\$79,450.80	\$200.00	\$66,000.00				
9	PARKING LOT STRIPING	1	L.S.	\$3,500.00	\$3,500.00	\$10,200.00	\$10,200.00	\$5,600.00	\$5,600.00				
10	REMOVAL OF ASBESTOS	1	L.S.	\$200,000.00	\$200,000.00	\$207,900.00	\$207,900.00	\$163,000.00	\$163,000.00				
11	OWNERS CONTINGENCY (REMOVAL OF CONTAMINATED SOILES)	1	L.S.	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00				
Total				\$1,688,250.00	\$1,807,304.30	\$1,893,504.00	\$1,893,504.00	\$1,893,504.00	\$1,893,504.00				

Engineer's Estimate
Total Estimated Improvement Cost: \$1,214,300.00
20% Contingency: \$242,860.00
Total Estimated + Contingency: \$1,457,160.00



April 20, 2026 *REVISED*

VIA EMAIL

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

ATTN: George Savastano, Business Administrator

**Re: Demolition of the Ocean City Public Safety Building Located at Block 805, Lot 6
City of Ocean City, Cape May County, NJ
City Contract #26-15
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 seven (7) bidders for this project. The results are listed below:

Tamco Construction Inc	\$1,068,150.00
SJ Hauck Construction, LLC	\$1,378,500.00
Manafort Brothers Inc	\$1,456,000.00
Caravella Demolition Inc	\$1,530,547.00
Frank Galbraith & Son Excavation and Demo	\$1,688,250.00
Vollers Excavating & Construction, Inc.	\$1,807,304.30
Yannuzzi Group, Inc.	\$1,893,504.00

We recommend that the contract be awarded to the lowest bidder **Tamco Construction 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: Michael Rossbach Jr., QPA, Purchasing Manager
Vince Bekier, Director of Capital Programs, Project Management & Engineering
Anthony Savastano, Engineering Manager
Rachel Ballezzi, Operations and Engineering Assistant
All of Above Via Email

RESOLUTION

No. 26-117

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CZAR ENGINEERING, LLC FOR DESIGN AND PROJECT MANAGEMENT SERVICES RELATED TO ROOF REPLACEMENT AT THE FLEET MAINTENANCE FACILITY AND FIRE HEADQUARTERS

WHEREAS, the City of Ocean City requires certain professional engineering services for the design and project management of two roof replacements; and,

WHEREAS, Czar Engineering, LLC 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 engineering services with Czar Engineering, LLC may be entered into without competitive bidding pursuant to N.J.S.A. 40a:11-5(1)(a)(i); and,

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

WHEREAS, Czar Engineering, 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, Czar Engineering, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Czar Engineering, 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 Czar Engineering, LLC 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 Czar Engineering, LLC for the design and project management of two roof replacements; 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 **Czar Engineering, LLC, 344 West State Street, Trenton, NJ 08618** as follows:

Professional Service Contract

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
1.	Design & Project Management of two Roof Replacements.....	\$17,500.00
Total Contract Cost for Design and Project Management.....		\$17,500.00

2. The term of this contract shall be in effect until the completion of work.
3. A copy of the Pay-to-Play Certification and the Business Registration Certificate (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 posted on the City's Public Notices Webpage.

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

RESOLUTION

No. 26-117

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 Czar Engineering, LLC for the design and project management of two roof replacements 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-04-55-334-308.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RPS 2026 Czar Roof Replacements.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, April 23, 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

CZAR Engineering, L.L.C.

Lamont H. Czar, P.E.
5014 Fernwood Avenue
Egg Harbor Township, New Jersey 08234

Phone: (609) 653-9445
Fax: (609) 653-2015
www.czarengineering.com

March 26, 2026

Michael Rossbach Jr., QPA
City Purchasing Manager
City of Ocean City
861 Asbury Avenue
Ocean City, New Jersey

RE: Fire Headquarters
Fleet Maintenance
Ocean City, New Jersey

Dear Mike:

The firm of CZAR Engineering, LLC submits this proposal for the following professional services relative to the above referenced project.

The project consists of the installation of new roofing for the above referenced buildings.

We will provide COOP bid services and program management for the two referenced projects including:

1. Design Phase:
 - a. Develop overall project schedule to include:
 1. Investigation
 2. Construction Documents
 3. COOP Bid/Award
 4. Construction
 - b. Develop detailed Control Estimate updated at the following document phases:
 1. Investigation
 2. Construction Documents
 3. Control Estimate shall be the basis for bid review and award.
 4. Develop "State Contract" purchase options for various equipment eligible for State Contract purchase and applicability to overall Control Budget

2. Bidding Phase:

- a. Coordinate bid advertisement with the Client
- b. Conduct pre bid meeting
- c. Issue Addendum(s) based on submitted RFI's
- d. Coordination and distribution of all Addendums
- e. Assist Client at Bid Opening
- f. Provide Bid Review to Client

3. Award:

- a. Coordinate receipt of all required Local, State and Federal award requirements
- b. Issue formal award recommendations to Client
- c. Prepare draft contract for review
- d. Award Meeting
 1. Coordinate award meeting with all parties
 2. Issue meeting minutes
 3. Project Meetings
 4. Chair all project meetings (every 2 weeks)
 5. Issue meeting minutes

4. Construction Phase:

- a. During construction Czar Engineering, LLC shall advise and consult with the Client only to the extent permitted by the Client and by this document.
- b. Czar Engineering, LLC shall not have responsible control or charge of the construction means, methods, sequencing, site conditions, etc.
- c. Czar Engineering, LLC shall not be responsible for deficiencies in the performance of the Work or any potential safety precautions in conjunction with the Work.
- d. Czar Engineering, LLC's construction administration services commence with the Contract Award and end with the approval of the final payment to the Contractor.
- e. Czar Engineering, LLC shall review the Contractor's submittal schedule, submittals, product data and/or shop drawings and shall not unreasonably delay or withhold approval. Czar Engineering, LLC shall review submittals, product data and shop drawings for conformance with the information given and the design intent expressed in the Contract Documents.
- f. Czar Engineering, LLC will conduct construction phase services in accordance with the responsibilities and authority as outlined in AIA document A201 General Conditions of the Contract for Construction. Unless indicated otherwise herein.
- g. Submittals / RFI's
 1. Coordinate processing of all Submittals and RFI's
 2. Maintain ongoing master log
 3. Applications for Payment
 4. Develop Schedule of Values with contractor input

5. Process all contractor Applications for Payments
- h. Change Orders
 1. Coordinate pricing for Change Orders, if any.
 2. Evaluate for cost verification
 3. Submit to Client for review
 4. Advise Client of cost impact to control estimate
- I. Control Estimate
 1. Current status / Critical issues
- j. Site Project Administration
 1. Review the status of the project on a **daily** basis
 2. Provide Observation Reports to Client noting the status of the project, manpower onsite, critical issues, inspections, etc.
- k. Project Closeout
 1. Upon Receipt of a Temporary Certificate of Occupancy from the General Contractor, Czar Engineering, LLC will compile a punchlist inspection of the completed Work. The punchlist inspection will identify those areas readily observable to Czar Engineering, LLC which may represent errors, omissions and/or other defects in the completed Work which do not comply with the Contract Documents, applicable building codes and/or commonly accepted prudent construction practices in the judgment of Czar Engineering, LLC.
 2. Czar Engineering, LLC will work with the Client and Contractor in clarifying and resolving any outstanding Potential Change Orders, Change Orders and/or Construction Change Directives.
 3. Coordinate Contractor's close out documents with contract requirements, including As Builts, Warranties, Attic Stock, Client Training, etc.
 4. Monthly Executive Report To Client
 - a. Project narrative
 - b. Schedule update
 - c. Budget evaluation

For this work, we will require a lump sum fee of \$17,500.

Work will continue upon our receipt of a signed copy of this fee proposal. We will invoice monthly and/or at the completion of the work and expect payment in full within thirty days. If necessary, we will require all legal fees incurred to collect unpaid accounts be paid for by the client, including letters, telephone calls, and litigation or any other expense incurred as a result of the collection process. A service charge of 2% per month (24% per annum) will also be charged on all past due accounts.

This proposal is based on the attached contract provisions and these qualifiers:

1. To minimize billable time, all communications will be channeled through one designated representative of the Client unless otherwise authorized.
2. Client will provided access to areas of investigation for inspection.
3. In the event that following commencement of the work, previously unforeseen conditions are exposed which necessitate additional services by this firm, we expect to receive, after appropriate consultation with you, additional fees for such services based on our customary hourly rates.
4. Czar Engineering's work will be limited to work as described herein only. No other structure will be reviewed and we defer to the building contract documents for all other design information. If the Client, Owner, Contractor, or any other interested party are aware of deficiencies in the balance of the structure, it is incumbent upon them to notify Czar Engineering, LLC, in writing, and additional services would follow under separate contract. Otherwise, Czar Engineering, LLC and /or Lamont H. Czar, P.E. cannot and will not accept liability for deficiencies in the balance of the structure.

If you have any questions, please contact this office.

Sincerely,



lamont "butch" czar, p.e.

Enclosure

Accepted this _____ day of _____, 2026

By: _____

CZAR Engineering, L.L.C.

RATE SCHEDULE

Effective January 1, 2026

Basic Hourly Rates (Includes factor for Professional Liability Insurance):

Expert Witness Testimony	\$350.00
Principal/Officer	\$300.00
Project Manager	\$200.00
Senior Engineer	\$185.00
Engineer	\$165.00
Engineering Associate	\$145.00
Construction Coordinator	\$165.00
Design Coordinator	\$145.00
Senior Designer	\$120.00
CAD Operator	\$105.00
Clerical/Secretarial	\$65.00

Reimbursable Expenses:

SUBCONSULTANTS = cost x 1.25

Includes factor for bookkeeping/accounting, general coordination and inherent liability.

EXPENSES PASSED THRU = cost x 1.10

Includes factor for bookkeeping/accounting.

NOTE: In addition to the hourly rates listed above, a minimum fee of \$300 will be charged for postponed, or canceled on-call appearances at court, depositions, etc., for which we are not notified at least 72 hours in advance.

CZAR ENGINEERING, L.L.C. ("Czar")
CONTRACT PROVISIONS

1. **CONTRACT** - These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.
2. **RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other documents prepared by Czar are instruments of Czar's service that shall remain Czar's property. Upon execution of Agreement, the Czar grants to the Client a non-exclusive license to reproduce the instruments of service solely for the purposes of constructing the project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client agrees not to use Czar generated documents for marketing purposes or for projects other than the project for which the documents were prepared by Czar without Czar's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by Czar will be at the Client's sole risk and without liability to Czar or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Czar from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by Czar will entitle Czar to further compensation at rates to be agreed upon by the Client and Czar.

4. **DISPOSAL OF SAMPLES** - Czar will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** - The scope of Czar's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION SERVICES** - When construction-phase services are included in the Agreement, Czar will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform exhaustive, detailed observations or any inspections of the work.

Czar is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. Czar's observations of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7. STANDARD OF CARE - Czar and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers providing similar services. Czar shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. The Client agrees that services provided by Czar will be rendered without any warranty, express or implied.

Czar shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that Czar has been engaged to provide technical professional services only, and that Czar does not owe a fiduciary responsibility to the Client.

8. OPINION OF PROBABLE COSTS - When required as part of our work, Czar will furnish opinions of probable cost but does not guarantee the accuracy of such estimates and shall not be responsible for Client's reliance on Czar's opinions of probable cost. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Czar hereunder will be made on the basis of Czar's experience and qualifications and will represent Czar's judgment as an experienced and qualified design professional. Czar does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
9. SUSPENSION OF WORK - The Client may, at any time, by written notice, suspend further work by Czar. The Client shall remain liable for, and shall promptly pay Czar for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes Czar's work on the project, Czar and the Client shall renegotiate Czar's fee.

If payment of invoices by the Client is not maintained current, Czar may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to defend, indemnify and hold Czar harmless from any claim or liability resulting from such suspension.

10. TERMINATION - The Client or Czar may terminate this Agreement for cause upon seven days written notice. The Client shall compensate Czar for services performed prior to termination and for prior authorized commitments made by Czar on the Client's behalf.
11. CHANGES OR DELAYS - Unless the accompanying Proposal provides otherwise, the proposed fees constitute Czar's estimate to perform the services required to complete the project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.
12. FORCE MAJEURE - Czar will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, pandemic and endemic, work-from-home mandates, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** - Czar and client each recognize the relative risks, rewards and benefits of the project to both the Client/Owner and Czar, the risks have been allocated so that the Client/Owner agrees to that to the fullest extent permitted by law, the total liability by Czar, its engineers and other personnel to the Client/Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement, from any cause of causes, shall be limited to the lesser amount of either five times the fees paid or due to Czar under this Agreement, or the total amount of any available professional liability insurance available to Czar at the time that the claim is resolved either by settlement, arbitration award, or final judgment.. Such causes included, but are not limited to Czar's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. This limitation of liability cost is included in this proposal as a part of Czar's basic fee unless otherwise noted. Upon the Client's request, Czar shall endeavor to obtain additional insurance coverage which shall be incorporated as an additional direct reimbursable expense to the Client.

Czar may retain consultants as independent contractors to perform services under this Agreement, on behalf of the Client, and Czar shall rely on the accuracy of information provided by said consultants. However, Czar shall not be responsible to the Client for loss allegedly arising from inaccuracies in documents or other information provided by consultants or Client.

Client and Czar agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, including but not limited to the Client's loss of use of the property, any rental expenses incurred, loss of income, profit or financing related to the property, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of any profits not related to the work under this Agreement, loss of reputation, or insolvency.

To the extent permitted by law, and without affecting the coverage provided by insurance required to be maintained hereunder, Czar and Client each waive any right to recover against the other for claims for damages arising during or after construction, to the extent such damages and claims are insured against, or required to be insured against, by Czar and Client under this Agreement.

14. **CONFLICTS OF INTEREST** - This project may presently or in the future involve parties with potentially adverse interests to those of Czar's existing or future clients ("Affected Parties" or "Affected Party"). Prior to Czar's acceptance of this assignment, Czar will make reasonable attempts to identify any Affected Parties based on information Czar has in its possession from the Client and any Affected Parties and Czar's search of its project and proposal databases. To the extent that Czar identifies a relationship with an Affected Party, Czar will inform the Client as to the identity of such parties. Client agrees to allow Czar to release to any Affected Parties the fact of Czar's engagement by the Client and any other information required to evaluate any potential conflict.

Czar's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to Czar by the Client and any Affected Parties, and by Czar's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of Czar's relationship with an Affected Party, and, provided such relationship with an Affected Party does not arise from Czar's willful disregard of a relationship with the Affected Party, Czar shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between Czar and an Affected Party. Czar does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. Czar disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against Czar arising out of any such actual or

potential conflict-related occurrences. Subsequent to the date of this Agreement, Czar will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. MISCELLANEOUS

Governing Law; The laws of the State of New Jersey shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

Reliance: Unless otherwise specifically indicated in writing, Czar shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless Czar from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with Czar's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by Czar.

Certifications: Czar shall not be required to sign any documents, no matter by whom requested, that would result in Czar's having to certify, guaranty, or warrant the existence of conditions that Czar cannot ascertain.

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse Czar for all attorney's fees and costs related to collection of overdue payments.

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by Czar, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on Czar's net income. Client shall promptly pay Czar for any Taxes actually paid by Czar on behalf of Client, or which are required to be collected or paid by Czar. Czar may bill Client separately for such Taxes.

Third-parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Czar.

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

RESOLUTION

No. 26-118

**AUTHORIZING CHANGE ORDER #7 & THE FINAL ACCEPTANCE & FINAL
PAYMENT OF CITY CONTRACT #24-29 R-1, 2023 NJDOT WEST AVENUE 15TH –
18TH STREET & 2024 NJDOT WEST AVENUE 9TH – 11TH STREETS VARIOUS ROAD
IMPROVEMENTS WITH LEXA CONCRETE, LLC**

WHEREAS, the specifications were authorized for advertisement by Resolution #24-61-111 on Thursday, September 12, 2024 for City Contract City Contract #24-29, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, September 18, 2024 and the Invitation to Bidders was distributed to twenty (20) prospective bidder(s) for City Contract City Contract #24-29, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements; and

WHEREAS, the bid proposals were opened for City Contract City Contract #24-29, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements on Tuesday, October 1, 2024 and six (6) bid proposals; and

WHEREAS, the bid proposals were rejected per Resolution #24-161-167 as the project would not be eligible for Municipal Aid Grant Funding and thus the City would not have sufficient funds to complete the project; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, October 30, 2024 and the Invitation to Bidders was distributed to twenty (20) prospective bidder(s) for City Contract City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements; and

WHEREAS, bid proposals were opened for City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements on Thursday, November 14, 2024 and six (6) bid proposals were received; and

WHEREAS, Arthur Chew, P.E., (Arthur Chew Consulting); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Operations & Engineering; Christine D. Gundersen, Manager of Capital Planning; Michael Rossbach, Jr., QPA, Assistant Purchasing Agent and Joseph S. Clark, Jr., QPA, City Procurement Manager have reviewed the bid proposal and the specifications and recommended that the contract be awarded to Lexa Concrete, LLC, 11 Commerce Way, Hammonton, New Jersey 08037 as the lowest responsible bidder; and

WHEREAS, the City Council of the City of Ocean City, New Jersey authorized the award of City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements on Thursday, November 11, 2024 by Resolution #24-61-192 in the amount of \$2,785,746.36 charged to Capital Account #C-04-55-327-101; and

WHEREAS, the City Council of the City of Ocean City authorized Change Order #1 to City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements, Lexa Concrete, LLC on Thursday, March 27, 2025 by Resolution #25-61-327 in the additional amount of \$26,400.00 charged to Capital Account #C-04-55-327-101 for a revised contract total of \$2,812,146.36 an overall increase of \$26,400.00 or 0.95% to Purchase Order #24-03575; and

WHEREAS, the City Council of the City of Ocean City authorized Change Order #2 to City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements, Lexa Concrete, LLC on Thursday, March 27, 2025 by Resolution #25-61-346 in the additional amount of \$7,716.00 charged to Capital Account #C-04-55-327-101 for a revised contract total of \$2,819,862.36 an overall increase of \$34,116.00 or 1.22% to Purchase Order #24-03575; and

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

RESOLUTION

No. 26-118

WHEREAS, the City Council of the City of Ocean City authorized Change Order #3 to City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements, Lexa Concrete, LLC on Thursday, May 5, 2025 by Resolution #25-62-388 in the additional amount of \$16,807.62. charged to Capital Account #C-04-55-327-101 for a revised contract total of \$2,836,669.98 an overall increase of \$50,923.62.00 or 1.22% to Purchase Order #24-03575; and

WHEREAS, the City Council of the City of Ocean City authorized Change Order #4 to City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements, Lexa Concrete, LLC on Thursday, May 5, 2025 by Resolution #25-62-388 in the additional amount of \$19,645.29 charged to Capital Account #C-04-55-327-101 for a revised contract total of \$2,856,315.27 an overall increase of \$70,568.91. or 2.53% to Purchase Order #24-03575; and

WHEREAS, the City Council of the City of Ocean City authorized Change Order #5 to City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements, Lexa Concrete, LLC on Thursday, June 26, 2025 by Resolution #25-62-421 in the additional amount of \$47,314.30 charged to Capital Account #C-04-55-327-101 for a revised contract total of \$2,903,629.57 an overall increase of \$117,883.21 or 4.23% to Purchase Order #24-03575; and

WHEREAS, the City Council of the City of Ocean City authorized Change Order #6 to City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements, Lexa Concrete, LLC on Thursday, November 20, 2025 by Resolution #25-62-531 in the reduced amount of (\$50,802.70) charged to Capital Account #C-04-55-327-101 for a revised contract total of \$2,852,826.87 an overall increase of \$67,080.51 or 2.41% to Purchase Order #24-03575; and

WHEREAS, the City of Ocean City has identified additional number and reduced number of materials and items required to complete the project; and

WHEREAS, Arthur Chew, P.E., (Arthur Chew Consulting); 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 and Michael Rossbach, Jr., QPA, City Purchasing Manager have reviewed and certified Change Order #7 to City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements as follows:

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

Extra Items for Change Order #7

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
13	Concrete Sidewalk, 4” Thick.....	17.3392 S.Y.	\$109.00	\$1,889.97
Total Extra Items for Change Order #7 to City Contract #24-29 R-1.....				\$1,889.97

Reductions for Change Order #7

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
15.	Reset Brick Pavers	21.67 S.Y.	\$150.00	(\$3,250.50)
18.	Fuel Price Adjustment	800	\$1.00	(\$800.00)
37.	Asphalt Price Adjustment	700	\$1.00	(\$700.00)
38.	Fuel Price Adjustment	400	\$1.00	(\$400.00)
45.	Dense Graded Aggregate Base Course, 6” Thick	0.65 S.Y.	\$4.00	(\$2.60)

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

RESOLUTION

No. 26-118

Reductions for Change Order #7 (Continued)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
76.	Utility Crossing	24 Unit	\$0.01	(\$0.24)
78.	Fuel Price Adjustment	700	\$1.00	(\$700.00)
S-4	Additional Mobilization for Line Striping	1 L.S.	\$3,500.00	(\$3,500.00)
Total Reductions for Change Order #7 to City Contract #24-29 R-1.....				(\$9,353.34)

Change Order #6

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1.	Total Extra Items for Change Order #6.....	\$1,889.97
2.	Total Reductions for Change Order #6.....	(9,353.34)
Total Amount for Change Order #7 to City Contract #24-29 R-1.....		(\$7,463.37)

WHEREAS, the newly adjusted contract cost including Change Order #7 is \$2,845,363.50, a total overall increase of \$59,617.14 or 2.14% to Purchase Order #24-03575 for City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes Change Order #7 to Purchase Order #24-03575 and authorizes the final payment in the amount of for City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements; and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #7 in the reduced amount of (\$7,463.37) to Purchase Order #24-03575 for City Contract #24-29 R-1, 2023 NJDOT West Avenue 15th – 18th Street & 2024 NJDOT West Avenue 9th – 11th Streets Various Road Improvements Capital Account #C-04-55-327-101 (PO #24-03575).

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RES CO #7 #24-29 R-1 NJDOT West Ave.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, April 23, 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

CONTRACTOR/OWNER
 PAVIMENT/CONCRETE
 140515
 140515 Avenue 8th - 14th Street Without Pedestrian
 PROJECT: 15th - 14th Street & 20th Street
 CONTRACT NO: 24-29-14

Final

CONTRACTOR
 Lee Concrete, LLC
 140515 Avenue 8th - 14th Street
 Henderson, NV 89033

DATE: 12/29/2023
 TIME: 10:50 AM



ITEM NO.	ITEM DESCRIPTION	ORIGINAL CONTRACT QTY	CO #1	CO #2	CO #3	CO #4	CO #5	CO #6	CO #7	ADJUSTED CONTRACT QTY	UNITS	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	QTY CONTRACT #1	ARGUMENT CONTRACT #1	TOTAL QTY TO DATE	% COMPLETE	OVERAGE	REMAINING CONTRACT #1	LEFT TO COMPLETE CONTRACT #1	% COMPLETE CONTRACT #1	TOTAL CONTRACT AMOUNT
1	CONCRETE/FORMS	148.00								148.0000	S.F.	\$ 13.00	\$ 1,924.00	\$ 1,924.00			148.00	100%				100%	\$ 1,924.00
2	BREAKAWAY BARRICADE	4.00								4.0000	UNIT	\$ 0.01	\$ 0.04	\$ 0.04			4.00	100%				100%	\$ 0.04
3	DRUM	8.00								8.0000	UNIT	\$ 0.01	\$ 0.08	\$ 0.08			8.00	100%				100%	\$ 0.08
4	WELT/TYPE 1	128.00								128.0000	#1/4	\$ 1.00	\$ 128.00	\$ 128.00			128.00	100%				100%	\$ 128.00
5	DESIGN GRABBER	200.00		420.0000						620.0000	S.Y.	\$ 4.00	\$ 2,480.00	\$ 2,516.00			620.00	100%				100%	\$ 2,516.00
6	6" THICK																						
7	1/4" PROFILES	1,200.00								2,000.0000	S.Y.	\$ 4.00	\$ 8,000.00	\$ 8,200.00			2,000.00	100%				100%	\$ 8,200.00
8	HOT MIX ASPHALT BASE COURSE, MK 5.5/4.5, 3"	1,700.00								1,700.0000	S.Y.	\$ 87.00	\$ 147,900.00	\$ 147,900.00			1,700.00	100%				100%	\$ 147,900.00
9	HOT MIX ASPHALT SURFACE COURSE, MK 9.5/8.5	200.00								200.0000	TON	\$ 107.00	\$ 21,400.00	\$ 21,400.00			200.00	100%				100%	\$ 21,400.00
10	HOT MIX ASPHALT SURFACE COURSE, MK 9.5/8.5, 1 1/2" THICK	1,050.00								1,050.0000	TON	\$ 107.00	\$ 112,350.00	\$ 112,350.00			1,050.00	100%				100%	\$ 112,350.00
11	CONCRETE GUTTER, 8"	300.00			24.3000					324.3000	S.Y.	\$ 140.00	\$ 45,402.00	\$ 45,410.40			324.30	100%				100%	\$ 45,410.40
12	8" X 18" CONCRETE VERTICAL CURB	2,000.00			88.0000					2,088.0000	#1/4	\$ 45.00	\$ 93,960.00	\$ 93,960.00			2,088.00	100%				100%	\$ 93,960.00
13	CONCRETE SIDEWALK, 4" THICK	2,000.00			86.5000					2,100.0000	S.Y.	\$ 108.00	\$ 226,800.00	\$ 229,327.19		17.54	2,100.00	100%				100%	\$ 229,327.19
14	CONCRETE DRIVEWAY, 6" THICK	300.00								347.8000	S.Y.	\$ 113.00	\$ 39,300.00	\$ 39,310.44			347.80	100%				100%	\$ 39,310.44
15	RESET BRICK PAVERS	51.00								31.3000	S.Y.	\$ 150.00	\$ 4,695.00	\$ 4,699.50			31.30	100%				100%	\$ 4,699.50
16	NO ITEM									0.0000		\$ 0.00	\$ 0.00	\$ 0.00			0.00						\$ 0.00
17	ASPHALT PRIC	1,100.00								1,100.0000	#1/4	\$ 1.00	\$ 1,100.00	\$ 1,100.00			1,100.00	100%				100%	\$ 1,100.00
18	ADJUSTMENT									(800.0000)		\$ 1.00	\$ (800.00)	\$ (800.00)			(800.00)						\$ (800.00)
19	FULL PRICE ADJUSTMENT	450.00								(400.0000)		\$ 1.00	\$ (400.00)	\$ (400.00)			(400.00)						\$ (400.00)
20	NO ITEM									0.0000		\$ 0.00	\$ 0.00	\$ 0.00			0.00						\$ 0.00
21	CONSTRUCTION SIGN	222.00								(122.0000)	S.F.	\$ 1.00	\$ 222.00	\$ 222.00			(122.00)						\$ 222.00
22	BREAKAWAY BARRICADE DRUM	6.00								(6.0000)	UNIT	\$ 1.00	\$ 6.00	\$ 6.00			(6.00)						\$ 6.00
23	DRUM	12.00								(12.0000)	UNIT	\$ 1.00	\$ 12.00	\$ 12.00			(12.00)						\$ 12.00
24	WELT/TYPE 1	192.00								(192.0000)	#1/4	\$ 1.00	\$ 192.00	\$ 192.00			(192.00)						\$ 192.00
25	DESIGN GRABBER	1,200.00								1,520.4000	S.Y.	\$ 4.00	\$ 6,080.00	\$ 6,083.35			1,520.40	100%				100%	\$ 6,083.35
26	5" THICK																						
27	HMA PROFILES	12,000.00								12,000.0000	S.Y.	\$ 4.00	\$ 48,000.00	\$ 55,200.00			12,000.00	100%				100%	\$ 55,200.00
28	HOT MIX ASPHALT BASE COURSE, MK 5.5/4.5, 3"	220.00								220.0000	S.Y.	\$ 87.00	\$ 19,140.00	\$ 19,140.00			220.00	100%				100%	\$ 19,140.00
29	HOT MIX ASPHALT SURFACE COURSE, MK 9.5/8.5	200.00								200.0000	TON	\$ 107.00	\$ 21,400.00	\$ 21,400.00			200.00	100%				100%	\$ 21,400.00
30	HOT MIX ASPHALT SURFACE COURSE, MK 9.5/8.5, 1 1/2" THICK	1,300.00								1,300.0000	S.Y.	\$ 107.00	\$ 139,100.00	\$ 139,100.00			1,300.00	100%				100%	\$ 139,100.00
31	CONCRETE GUTTER, 8" THICK	300.00								181.4100	S.Y.	\$ 140.00	\$ 25,397.40	\$ 25,397.40			181.41	100%				100%	\$ 25,397.40
32	8" X 18" CONCRETE VERTICAL CURB	1,200.00								1,200.0000	#1/4	\$ 45.00	\$ 54,000.00	\$ 54,000.00			1,200.00	100%				100%	\$ 54,000.00
33	CONCRETE SIDEWALK, 4" THICK	600.00								728.4800	S.Y.	\$ 109.00	\$ 79,398.00	\$ 80,495.41			728.48	100%				100%	\$ 80,495.41
34	CONCRETE DRIVEWAY, 6" THICK	20.00								20.0000	S.Y.	\$ 119.00	\$ 2,380.00	\$ 2,360.00			20.00	100%				100%	\$ 2,360.00
35	HOT MIX ASPHALT SURFACE COURSE, MK 9.5/8.5	1,300.00								889.2098	#1/4	\$ 1.00	\$ 889.21	\$ 889.21			889.21	100%				100%	\$ 889.21
36	HOT MIX ASPHALT SURFACE COURSE, MK 9.5/8.5, 1 1/2" THICK	700.00								889.2098	#1/4	\$ 1.00	\$ 889.21	\$ 889.21			889.21	100%				100%	\$ 889.21
37	ASPHALT PRIC	700.00								889.2098	#1/4	\$ 1.00	\$ 889.21	\$ 889.21			889.21	100%				100%	\$ 889.21
38	ADJUSTMENT	400.00								(3,612.4200)		\$ 1.00	\$ (3,612.42)	\$ (3,612.42)			(3,612.42)						\$ (3,612.42)
39	FULL PRICE ADJUSTMENT									0.0000		\$ 0.00	\$ 0.00	\$ 0.00			0.00						\$ 0.00

CONTRACTOR INVOICE
 MYNERT CERTIFICATE
 PO NO: 24 03175
 PROJECT: 15th - 18th Street & 2024 HJ001 West Avenue 5th - 11th Street Various Road Improvements
 CONTRACT NO.: 24-03 H-1 RESOLUTION NUMBER 24-61-192

CERTIFICATE NO. 11
 CONTRACTOR: Uva Concrete, LLC
 11 Commerce Way
 Hampton, VA 08027

DATE: 12/19/2025
 CHECK: Clear-out

ITEM NO.	ITEM DESCRIPTION	ORIGINAL CONTRACT QTY	CO #1	CO #2	CO #3	CO #4	CO #5	CO #6	CO #7	ADJUSTED CONTRACT QTY	UNITS	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	REV ADJ CONTRACT AMOUNT	QTY COMPLETE	AMOUNT COMPLETE	TOTAL QTY	TOTAL AMOUNT	% COMPLETE	OVERLAGE	RETAINAGE CONTRACT	QTY LEFT TO COMPLETE	LEFT TO COMPLETE AMOUNT	% COMPLETE	TOTAL CONTRACT AMOUNT
41	CONCRETE SIGN	370.00						(170.0000)		180.0000	S.F.	\$ 1.00	\$ 370.00	\$ 180.00	3	\$ 3.00	180.00	100%	\$ -	\$ -	3	\$ 3.00	\$ 540.00	100%	\$ 180.00
42	REINFORCING IRON	20.00						(18.0000)		2.00	TON	\$ 100.00	\$ 200.00	\$ 20.00	2	\$ 100.00	2.00	100%	\$ -	\$ -	2	\$ 100.00	\$ 200.00	100%	\$ 20.00
43	REINFORCING IRON	20.00						(18.0000)		2.00	TON	\$ 100.00	\$ 200.00	\$ 20.00	2	\$ 100.00	2.00	100%	\$ -	\$ -	2	\$ 100.00	\$ 200.00	100%	\$ 20.00
44	INLET FILTER PANEL	320.00						(320.0000)		-	N/A	\$ -	\$ -	\$ -	0	\$ -	0.00	0%	\$ -	\$ -	0	\$ -	\$ -	0%	\$ -
45	AGGREGATE BASE COURSE, 6" THICK	1,500.00						(0.0000)		2,067.0000	S.Y.	\$ 4.00	\$ 6,000.00	\$ 8,248.00	2	\$ 2,067.00	2,067.00	100%	\$ -	\$ -	2	\$ 2,067.00	\$ 8,248.00	100%	\$ 2,067.00
46	EXCAVATION, UNCLASSIFIED	100.00						(154.1000)		84.9000	C.Y.	\$ 25.00	\$ 2,500.00	\$ 2,114.75	2	\$ 84.90	84.90	100%	\$ -	\$ -	2	\$ 84.90	\$ 2,114.75	100%	\$ 2,114.75
47	WALL REINFORCING	14,200.00						(2,292.0000)		17,192.0000	S.Y.	\$ 4.60	\$ 65,300.00	\$ 79,093.20	2	\$ 17,192.00	17,192.00	100%	\$ -	\$ -	2	\$ 17,192.00	\$ 79,093.20	100%	\$ 79,093.20
48	HOT TACK ASPHALT BASE COURSE, MIN 5/8"x4, 3"	1,900.00						(1,291.5000)		3,191.5000	Ton	\$ 87.00	\$ 165,300.00	\$ 277,655.72	2	\$ 3,191.50	3,191.50	100%	\$ -	\$ -	2	\$ 3,191.50	\$ 277,655.72	100%	\$ 277,655.72
49	PORTLAND CEMENT LEAVING CONCRETE, 9.5% HOT TACK ASPHALT LEAVING CONCRETE, 9.5% HOT TACK ASPHALT SURFACE COURSE, MIN 9.5% SURFACE COURSE, MIN 9.5% CONCRETE GUTTER, 8" THICK	350.00								350.0000	TON	\$ 107.00	\$ 37,450.00	\$ 37,450.00	2	\$ 350.00	350.00	100%	\$ -	\$ -	2	\$ 350.00	\$ 37,450.00	100%	\$ 37,450.00
50	HOT TACK ASPHALT SURFACE COURSE, MIN 9.5% SURFACE COURSE, MIN 9.5% CONCRETE GUTTER, 8" THICK	2,100.00								2,642.3100	Ton	\$ 107.00	\$ 224,700.00	\$ 282,733.59	2	\$ 2,642.31	2,642.31	100%	\$ -	\$ -	2	\$ 2,642.31	\$ 282,733.59	100%	\$ 282,733.59
51	CONCRETE GUTTER, 8" THICK	500.00						(132.7100)		474.2900	S.Y.	\$ 140.00	\$ 70,000.00	\$ 66,992.20	2	\$ 474.29	474.29	100%	\$ -	\$ -	2	\$ 474.29	\$ 66,992.20	100%	\$ 66,992.20
52	8" X 18" CONCRETE VERTICAL CURB	1,200.00						(555.0000)		2,645.0000	N/A	\$ 45.00	\$ 114,000.00	\$ 119,025.00	2	\$ 2,645.00	2,645.00	100%	\$ -	\$ -	2	\$ 2,645.00	\$ 119,025.00	100%	\$ 119,025.00
53	CONCRETE 3/4"x4"x4" THICK	2,000.00						(125.0700)		1,674.9300	S.Y.	\$ 103.00	\$ 172,500.00	\$ 182,974.37	2	\$ 1,674.93	1,674.93	100%	\$ -	\$ -	2	\$ 1,674.93	\$ 182,974.37	100%	\$ 182,974.37
54	CONCRETE 3/4"x4"x4" THICK	450.00						(34.8000)		396.1200	S.Y.	\$ 113.00	\$ 50,800.00	\$ 44,761.56	2	\$ 396.12	396.12	100%	\$ -	\$ -	2	\$ 396.12	\$ 44,761.56	100%	\$ 44,761.56
55	REINFORCING IRON	70.00						(64.0000)		6.0000	S.Y.	\$ 150.00	\$ 1,050.00	\$ 924.00	2	\$ 6.00	6.00	100%	\$ -	\$ -	2	\$ 6.00	\$ 924.00	100%	\$ 924.00
56	DETECTABLE WALKING SURFACE (PAVERS)	74.00						(5.0000)		69.0000	UNIT	\$ 300.00	\$ 20,700.00	\$ 20,700.00	2	\$ 69.00	69.00	100%	\$ -	\$ -	2	\$ 69.00	\$ 20,700.00	100%	\$ 20,700.00
57	RECONSTRUCT PAVEMENT CROSSWALK	350.00						(350.0000)		-	N/A	\$ -	\$ -	\$ -	0	\$ -	0.00	0%	\$ -	\$ -	0	\$ -	\$ -	0%	\$ -
58	TRAFFIC STRIPS, LONG-LIFE, ECONOMESH	61,900.00						(30,211.5000)		31,688.5000	L.F.	\$ 0.50	\$ 31,450.00	\$ 16,294.25	2	\$ 31,688.50	31,688.50	100%	\$ -	\$ -	2	\$ 31,688.50	\$ 16,294.25	100%	\$ 16,294.25
59	TRAFFIC MARKINGS, URES, THERMOPLASTIC	23,000.00						(36,726.0000)		59,726.0000	L.F.	\$ 0.80	\$ 18,400.00	\$ 47,156.80	2	\$ 59,726.00	59,726.00	100%	\$ -	\$ -	2	\$ 59,726.00	\$ 47,156.80	100%	\$ 47,156.80
60	TRAFFIC MARKINGS, THERMOPLASTIC	400.00						(1,215.5934)		1,715.5934	S.F.	\$ 14.50	\$ 5,800.00	\$ 25,146.68	2	\$ 1,715.59	1,715.59	100%	\$ -	\$ -	2	\$ 1,715.59	\$ 25,146.68	100%	\$ 25,146.68
61	INVENTORY REMOVAL DIRECTORIAL BLUE PAVEMENT REFLECTIONS AND CASINGS	10.00						(10.0000)		-	UNIT	\$ 350.00	\$ 3,500.00	\$ -	0	\$ -	0.00	0%	\$ -	\$ -	0	\$ -	\$ -	0%	\$ -
62	1/2" REPAIR STRIP	5,600.00						(1,100.0000)		4,500.0000	L.F.	\$ 1.00	\$ 5,600.00	\$ 4,500.00	2	\$ 4,500.00	4,500.00	100%	\$ -	\$ -	2	\$ 4,500.00	\$ 4,500.00	100%	\$ 4,500.00
63	MEETING CASTING	30.00						(20.0000)		60.0000	UNIT	\$ 400.00	\$ 24,000.00	\$ 27,200.00	2	\$ 60.00	60.00	100%	\$ -	\$ -	2	\$ 60.00	\$ 27,200.00	100%	\$ 27,200.00
64	MEET VALVE BOX	70.00						(1,000.0000)		0.00	UNIT	\$ 1.00	\$ 70.00	\$ -	0	\$ -	0.00	0%	\$ -	\$ -	0	\$ -	\$ -	0%	\$ -
65	STORM SEWER MANHOLE, 6" DIAMETER	3.00						(1,000.0000)		4.0000	N/A	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	2	\$ 4.00	4.00	100%	\$ -	\$ -	2	\$ 4.00	\$ 20,000.00	100%	\$ 20,000.00
66	CORRECT TO EXISTING STORM SEWER MANHOLE, 12" DIAMETER	13.50						(4.0000)		19.0000	UNIT	\$ 800.00	\$ 15,200.00	\$ 15,200.00	2	\$ 19.00	19.00	100%	\$ -	\$ -	2	\$ 19.00	\$ 15,200.00	100%	\$ 15,200.00
67	12" HIGH STRENGTH POLYMER CONCRETE PIPE	100.00						(61.0000)		39.0000	L.F.	\$ 90.00	\$ 9,000.00	\$ 3,510.00	2	\$ 39.00	39.00	100%	\$ -	\$ -	2	\$ 39.00	\$ 3,510.00	100%	\$ 3,510.00
68	15" HIGH STRENGTH POLYMER CONCRETE PIPE	900.00						(48.0000)		852.0000	L.F.	\$ 130.00	\$ 111,000.00	\$ 110,760.00	2	\$ 852.00	852.00	100%	\$ -	\$ -	2	\$ 852.00	\$ 110,760.00	100%	\$ 110,760.00
69	18" HIGH STRENGTH POLYMER CONCRETE PIPE	400.00								400.0000	N/A	\$ 140.00	\$ 56,000.00	\$ 56,000.00	2	\$ 400.00	400.00	100%	\$ -	\$ -	2	\$ 400.00	\$ 56,000.00	100%	\$ 56,000.00



CONTRACTOR INVOICE
 PO NO: 24-03975
 PROJECT: 5th - 14th Street & 2021 Hibbs West Avenue 5th - 11th Street Vinton Road Improvements
 CONTRACT NO: 24-03 W-1 RESOLUTION NUMBER 24-01392

CERTIFICATE NO. 11
 CONTRACTOR: Teva Concrete, LLC
 11 Commerce Way
 Hammond, MO 64037
 PD to: 11/17/2025
 Close-out

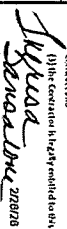
ITEM NO.	ITEM DESCRIPTION	ORIGINAL CONTRACT QTY	CONTRACT INFORMATION						ADJUSTED CONTRACT QTY	UNITS	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	QTY COMPLETE CONTRACT # 1	AMOUNT COMPLETE CONTRACT # 1	TOTAL QTY COMPLETE CONTRACT # 1	% COMPLETE CONTRACT # 1	OVERAGE	UNRECORDED REMAINING CONTRACT # 1	PAID TO CONTRACTOR	DISTRIBUTION	LEFT TO COMPLETE CONTRACT # 1	LEFT TO COMPLETE CONTRACT # 1	% COMPLETE CONTRACT # 1	TOTAL AMOUNT COMPLETE
			CO # 1	CO # 2	CO # 3	CO # 4	CO # 5	CO # 6																	

Original Contract Amount: 2,285,746.36
 Contract Change (Amount): 59,617.14
 Contract Change (Percent): 2%
 Awarded Contract Amount: 2,845,363.50
 Percent of Project Complete: 100.00%
 (As of 11/17/2025)

Final
 Advertise
 Bid Accepted
 Awarded
 HTP
 Closed by Resolution

Date Invoice Generated: 11/17/2025
 Check/Draft Compliance Date: 120
 Approval/Check by: Contractor
 Contract Completion Date: 4/8/2025

The contractor's signature below is the signature to the City, certifying payment has been applied for, that:
 (1) the Work has been performed as required in the Contract Documents,
 (2) all amounts are duly paid to Contractor under the Contract by the City and to
 Contractor's bank account for their materials and other obligations under the
 Contract and
 (3) the contractor is hereby entitled to the payment.


 Theresa Sanaboin, Admin
 CONTRACTOR

\$ 2,845,363.50
 Less Overage \$ 3,412.42
 Less Retained \$ 1,412.42
 Less Fee/hold (from the City) \$ 2,845,363.50
 Less Amount Retained by PM \$ 2,786,021.06

\$ 58,739.44
 PAYMENT REQUESTED

CONTRACTOR'S REPRESENTATIVE
 Date



RESOLUTION

No. 26-119

AUTHORIZING THE SECOND AND FINAL EXTENSION OF CITY CONTRACT #24-04, FURNISHING, MAINTENANCE, SERVICE & REPAIR OF SEWER LIFT STATION & STORM PUMP STATIONS WITH A.C. SCHULTES, INC

WHEREAS, specifications were authorized for advertisement by Resolution #24-60-296 on Thursday, February 22, 2024 for City Contract #24-04, Furnishing, Maintenance, Service & Repair of Sewer Lift Station & Storm Pump Stations; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, March 6, 2024 and the specifications were distributed to five (5) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #24-04, Furnishing, Maintenance, Service & Repair of Sewer Lift Station & Storm Pump Stations on Tuesday, March 19, 2024 and two (2) bid proposals were received; and

WHEREAS, Vincent S. Bekier, Director of Operations & Engineering; Anthony G. Savastano, Project Manager; Michael Rossbach Jr., Assistant Purchasing Agent and Joseph S. Clark, Jr., QPA, City Purchasing Manager have reviewed the bid proposals and recommend that City Contract #24-04, Furnishing, Maintenance, Service & Repair of Sewer Lift Station & Storm Pump Stations be awarded to A.C. Schultes, Inc., the lowest responsible bidder; and

WHEREAS, the City Council of the City of Ocean City, New Jersey, authorized the award of City Contract #24-04, Furnishing, Maintenance, Service & Repair of Sewer Lift Station & Storm Pump Stations on Thursday, March 28, 2024 by Resolution #24-60-347; and

WHEREAS, the City Council of the City of Ocean City, New Jersey, authorized the first extension of City Contract #24-04, Furnishing, Maintenance, Service & Repair of Sewer Lift Station & Storm Pump Stations on Thursday, March 24, 2025 by Resolution #25-61-364; and

WHEREAS, Vincent S. Bekier, Director of Capital Programs, Project Management and Engineering; Michael Rossbach S., Director of Public Works; Anthony G. Savastano, Project Manager; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed A.C. Schultes, Inc.'s performance and recommend that City Contract #24-04, Furnishing, Maintenance, Service & Repair of Sewer Lift Station & Storm Pump Stations be extended for a second and final time to A.C. Schultes, Inc. as follows:

A.C. Schultes, Inc.
664 S. Evergreen Avenue
Woodbury Heights, NJ 08097

Extension of City Contract #24-04

1. Regular Time Rates 7:00am – 4:00pm

<u>Item</u>	<u>Description</u>	<u>2026/2027 Rates</u>
1.a.	Mechanic.....	\$139.16 Per Hour
1.b.	Mechanic Helper.....	\$128.55 Per Hour
1.c.	Electrician.....	\$160.68 Per Hour
1.d.	Service Rig/Crane w/ Two (2) People.....	\$299.94 Per Hour
1.e.	Machine/Service Shop Rates.....	\$85.70 Per Hour
1.f.	Semi-Annual Maintenance Rate (per station).....	\$321.37 Per Station

2. Overtime Rate: Before/After Regular Hours

<u>Item</u>	<u>Description</u>	<u>2026/2027 Rates</u>
2.a.	Mechanic.....	\$182.11 Per Hour
2.b.	Mechanic Helper.....	\$171.40 Per Hour

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

RESOLUTION

No. 26-119

2. Overtime Rate: Before/After Regular Hours (Continued)

<u>Item</u>	<u>Description</u>	<u>2026/2027 Rates</u>
2.c.	Electrician.....	\$198.18 Per Hour
2.d.	Service Rig/Crane w/ Two (2) People.....	\$385.64 Per Hour
2.e.	Machine/Service Shop Rates.....	\$107.12 Per Hour

3. Overtime Rate: Saturday/Sunday/Legal State/ City Holidays

<u>Item</u>	<u>Description</u>	<u>2026/2027 Rates</u>
3.a.	Mechanic.....	\$160.68 Per Hour
3.b.	Mechanic Helper.....	\$155.33 Per Hour
3.c.	Electrician.....	\$198.18 Per Hour
3.d.	Service Rig/Crane w/ Two (2) People.....	\$385.64 Per Hour
3.e.	Machine/Service Shop Rates.....	\$107.12 Per Hour

4. Parts Percentage Markup

<u>Item</u>	<u>Description</u>	<u>2026/2027 Rates</u>
4.a	Cost of Parts – Parts Plus Markup Costs.....	15% Markup
5.	Loaner Pump Availability: Cost Per Day.....	\$160.68

BE IT FURTHER RESOLVED that the City Council of the City of Ocean City, New Jersey, hereby authorizes the second and final extension of City Contract #24-04, Furnishing, Maintenance, Service & Repair of Sewer Lift Station & Storm Pump Stations; and

BE IT FURTHER RESOLVED the period of this extension shall commence on May 1, 2026 continuing through April 30, 2027; and

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with A.C. Schultes, Inc. for City Contract #24-04, Furnishing, Maintenance, Service & Repair of Sewer Lift Station & Storm Pump Stations as listed and in accordance with the specifications and the bid proposal forms.

The Director of Financial Management certifies that funds are contingent on the adoption of the 2026 & 2027 Local Municipal Budget and will be charged Operating Account #6-01-26-825-211 as Purchase Orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RES EXT 2 CC #24-04 Pump Maintenance.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, April 23, 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

PUBLIC WORKS DEPARTMENT

Memo

To: Michael Rossbach Jr, Purchasing Agent
From: Michael Rossbach Sr, Director of Public Works
CC: George Savastano, Frank Donato, Thomas Mahar
Date: April 7, 2026
Re: Furnishing, Maintenance, Service & Repair of Sewer Lift Station & Storm Pump Stations

The Public Works Department is requesting support and approval to extend contract #24-04 "Furnishing, Maintenance, Service & Repair of Sewer Lift Stations and Storm Pump Stations" through 2026/2027 with A. C. Schultes, Inc. The current contract period ended as of April 30, 2026. This is the last extension of this three-year extendable contract. The 2026 price increase was based on the October Philadelphia CPI-U, however with the federal government shut down this percentage increase would not be posted. Due to that missing percentage increase the City averaged the August and December CPI-U for a percentage increase of 3.6 percent.

As you know this contract encompasses the inspection, maintenance and repair of all fifteen storm pump stations on the island as well as the sewer pump station at the welcome center.

If you have any questions or need more supporting information, please don't hesitate to contact me.

115 12TH STREET, OCEAN CITY, NJ 08226-3642
609-399-6111 Fax:609-399-8407
www.ocnj.us

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

RESOLUTION

No. 26-120

**AUTHORIZING THE SECOND EXTENSION OF CITY CONTRACT #24-06, LEASE
OF CITY OWNED BEACH PARCELS**

WHEREAS, specifications were authorized for advertisement by Resolution #24-60-297 on Thursday, February 22, 2024 for City Contract #24-06, Lease of City Owned Beach Parcels; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, February 21, 2024 and the Notice to Bidders was distributed to three (3) prospective bidder(s); and

WHEREAS, bid proposals were opened for City Contract #24-06, Lease of City Owned Beach Parcels on Tuesday, March 5, 2024 and three (3) bid proposals were received; and

WHEREAS, the City Council of the City of Ocean City authorized the award of City Contract #24-06, Lease of City Owned Beach Parcels on Thursday, February 22, 2024 by Resolution #24-60-297; and

WHEREAS, the City Council of the City of Ocean City authorized the first extension of City Contract #24-06, Lease of City Owned Beach Parcels on Thursday, February 2, 2025 by Resolution #25-61-279; and

WHEREAS, George J. Savastano, Business Administrator; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, City Purchasing Manager have evaluated the performance of Bert's Beach Rentals, Inc.; Oves Restaurant, LLC and Swifts Beach Services under the contract and have deemed their performance satisfactory and recommend the second and final extension of City Contract #24-06, Lease of City Owned Beach Parcels be awarded to the following Vendors as follows; and

**Bert's Beach Rentals, Inc.
145 West Avenue
Ocean City, NJ 08226**

<u>Item</u>	<u>Description</u>	<u>Minimum Bid</u>	<u>Total Bid</u>
1.	Tax Block 70.41, Comprising of Lots 1, 5 & 6 Located Along Beach Road	\$300.00	800.00
Total Amount for Item #1 Awarded to Bert's Beach Rentals, Inc.....			\$800.00

**Oves Restaurant, LLC
858 St. Charles Place
Ocean City, NJ 08226**

<u>Item</u>	<u>Description</u>	<u>Minimum Bid</u>	<u>Total Bid</u>
13.	Tax Block 301, Comprising of Lots, 7,8,9 & 10 Located Between 4 th St. & Park Place at the Bwalk	\$300.00	\$350.00
14.	Tax Block 400, Comprising of Lots 10 & 11 Located at 400 Boardwalk & 923 Brighton Place	\$300.00	\$350.00
Total Amount for Items #13 & #14 Awarded to Oves Restaurant, LLC.....			\$700.00

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

RESOLUTION

No. 26-120

**Swifts Beach Services
113 N. Ambler Road
Somers Point, NJ 08244**

<u>Item</u>	<u>Description</u>	<u>Minimum Bid</u>	<u>Total Bid</u>
11.	Tax Block 100, Comprising of Lots 6 & 6.01 Located at 924-928 First Street & Boardwalk	\$300.00	\$1,011.00
12.	Tax Block 202, Comprising of Lot 8 Located at 232-242 at the Boardwalk	\$300.00	\$711.00
23.	Tax Block 3400, Comprising of Lots 2 & 3 Located at 3409-3411 & 3413-34-15 Wesley Ave.	\$300.00	\$301.00
Total Amount for Items #11, #12 & #23 Awarded to Swifts Beach Services....			\$2,023.00

BE IT FURTHER RESOLVED that the initial term of this contract shall be for a term of twenty (20) weeks commencing on Saturday, May 23, 2026 and shall terminate on Sunday, October 11, 2026; and

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are hereby authorized to enter into a formal contract with Bert's Beach Rentals, Inc.; Oves Restaurant, LLC & Swifts Beach Services for a period of twenty (20) weeks beginning on Saturday, May 23, 2026 and shall terminate on Sunday, October 11, 2026.

Terry Crowley, Jr.
Council President

Files: RES EXT 2 CC #24-06 Beach Parcels.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, April 23, 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

RESOLUTION

No. 26-121

AUTHORIZING THE FIRST EXTENSION OF CITY COMPETITIVE CONTRACT #25-01, CONCESSION LICENSES FOR THE SALE OF FOOD, ICE CREAM, & BEVERAGES RELATED PRODUCTS AT DESIGNATED CITY OWNED STREET ENDS WITH TEONIKO, LLC

WHEREAS, the specifications were authorized for advertisement by Resolution #25-61-157 on Thursday, October 24, 2024 for City Competitive Contract #25-01, Concession Licenses for the Sale of Food, Ice Cream & Beverage Related Products at Designated City Owned Street Ends; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, November 27, 2024 and the Invitation to Bidders was distributed to three (3) prospective bidders for City Competitive Contract #25-01, Concession Licenses for the Sale of Food, Ice Cream & Beverage Related Products at Designated City Owned Street Ends; and

WHEREAS, the bid proposals were opened for City Competitive Contract #25-01, Concession Licenses for the Sale of Food, Ice Cream & Beverage Related Products at Designated City Owned Street Ends on Thursday, December 17, 2024 and two (2) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, per City Ordinance #15-30 as amended (Peddlers, Hawkers & Vendors), the City of Ocean City offers annually four (4) licenses for Motorized Vehicles (trucks) to peddle food or food related products; and

WHEREAS, per City Ordinance #15-30 as amended (Peddlers, Hawkers & Vendors), the City of Ocean City offers annually ten (10) licenses for Bicycle Carts to peddle food or food related products; and

WHEREAS, the City of Ocean City has set a minimum bid per license per year at \$6,500.00 for Motor Vehicle Licenses, and a minimum bid per license per year at \$1,500.00 for Bicycle Cart Licenses; and

WHEREAS, George J. Savastano, Business Administrator; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, Assistant Purchasing Agent and Joseph S. Clark, Jr., QPA, City Procurement Manager had reviewed and evaluated have each proposal on its own merit and had recommended that the contract be awarded to Teoniko, LLC as the most qualified overall bidder; and

WHEREAS, the City Council of the City of Ocean City, New Jersey, authorized the award of City Competitive Contract #25-01, Concession Licenses for the Sale of Food, Ice Cream & Beverage Related Products at Designated City Owned Street Ends on February 2, 2025 by Resolution #25-61-285; and

NOW THEREFORE, BE IT RESOLVED, George J. Savastano, Business Administrator; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, City Procurement Manager have reviewed Teoniko's performance under this contract and have found it to be more than satisfactory and recommend that City Competitive Contract #25-01, Concession Licenses for the Sale of Food, Ice Cream & Beverage Related Products at Designated City Owned Street Ends be extended as follows:

Teoniko, LLC 17 Red Oak Drive Ocean View, NJ 08230

City Contract #25-01 - Base Bid

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Motor Vehicle Licenses #1-4 (\$6,500.00 Minimum Bid per License per Year)	4 Licenses	\$6,500.00	\$26,000.00
2.	Bicycle Cart Licenses #1-10 (\$1,500.00 Minimum bid per License per Year)	10 Licenses	\$1,500.00	\$15,000.00
Total Amount per Year for Vehicle ad Bicycle Cart Licenses.....				\$41,000.00

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

RESOLUTION

No. 26-121

BE IT FURTHER RESOLVED that the Mayor and City Purchasing Manager are authorized to issue licenses & formal contracts with Teoniko, LLC, 17 Red Oak Drive, Ocean View, NJ 08230 for a period of eighteen (18) weeks beginning on Saturday, May 16, 2026 and continuing through Saturday, September 19, 2026 for City competitive Contract #25-01, Concession Licenses for the Sale of Food, Ice Cream & Beverage Related Products at Designated City Owned Street Ends as listed and in accordance with the bid specifications and bid proposal form.

Terry Crowley, Jr.
Council President

Files: RES EXT 1 CCC #24-19 Concession Licenses.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, April 23, 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. 26-122

**AUTHORIZING THE RELEASE OF PERFORMANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 1530 WESLEY AVENUE,
BLOCK 1502, LOT(S) 23.01; PROJECT #24-009IPBA**

WHEREAS, Burns O'Brien Legacy JV LLC, has posted performance guarantee for construction of an approved site plan at 1530 Wesley Avenue, Block 1502, Lot(s) 23.01 in Ocean City in accordance with Section 25-1600 of Ordinance #88-17, Volume II, also known as application number 24-009IPBA.

WHEREAS, this application was submitted for approval to the Planning Board on September 4, 2024; and

WHEREAS, the Planning Board Office has issued a final inspection approval report dated April 16, 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 \$10,302.00; 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 \$1,297.80 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 \$10,302.00 to Burns O'Brien Legacy JV 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, April 23, 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. 26-123

**AUTHORIZING THE RELEASE OF PERFORMANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 1530 WESLEY AVENUE,
BLOCK 1502, LOT(S) 23.02; PROJECT #24-0092iPBA**

WHEREAS, Clark Edward LLC, has posted performance guarantee for construction of an approved site plan at 1530 Wesley Avenue, Block 1502, Lot(s) 23.02 in Ocean City in accordance with Section 25-1600 of Ordinance #88-17, Volume II, also known as application number 24-0092iPBA.

WHEREAS, this application was submitted for approval to the Planning Board on September 4, 2024; and

WHEREAS, the Planning Board Office has issued a final inspection approval report dated April 16, 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 \$10,302.00; 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 \$1,297.80 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 \$10,302.00 to Clark Edward 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, April 23, 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. 26-124

**AUTHORIZING THE RELEASE OF PERFORMANCE GUARANTEE FOR A
CONSTRUCTION PROJECT AT 1532 WESLEY AVENUE,
BLOCK 1502, LOT(S) 24.01; PROJECT #24-0091IPBA**

WHEREAS, Clark Edward LLC, has posted performance guarantee for construction of an approved site plan at 1532 Wesley Avenue, Block 1502, Lot(s) 24.01 in Ocean City in accordance with Section 25-1600 of Ordinance #88-17, Volume II, also known as application number 24-0091IPBA.

WHEREAS, this application was submitted for approval to the Planning Board on September 4, 2024; and

WHEREAS, the Planning Board Office has issued a final inspection approval report dated April 16, 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 \$10,302.00; 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 \$1,297.80 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 \$10,302.00 to Clark Edward 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, April 23, 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. 26-125

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 March 23, 2026 to April 20, 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 – 03.23.26 TO 04.20.26.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, April 23, 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</i> Yes <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
24-01577	06/12/24	ACTIO	ACTION SUPPLY, INC. Res. 23-60-207	Open	\$2,365.11	\$0.00	B
24-03575	12/04/24	LEXA	LEXA CONCRETE, INC. RESOLUTION #24-61-192	Open	\$58,830.70	\$0.00	B
25-01716	07/01/25	BENSHAFF	BEN SHAFFER RECREATION INC RESOLUTION #25-61-232	Open	\$195,457.27	\$0.00	
25-01718	07/07/25	MCLEES	WILLIAM MCLEES ARCHITECTUF RESOLUTION #25-62-420	Open	\$35,531.25	\$0.00	B
25-01858	07/14/25	LEXA	LEXA CONCRETE, INC. RESOLUTION #25-62-381	Open	\$81,413.50	\$0.00	B
25-01889	07/22/25	CFIWORKS	CORPORATE FACILITIES OF NJ,I Res. #24-61-131 & #25-61-234	Open	\$27,897.20	\$0.00	
25-01979	08/04/25	VINEA	VINELAND AUTO ELECTRIC, INC	Open	\$2,504.00	\$0.00	
25-01981	08/04/25	ENGDAM	ENGINEERING DESIGN ASSOCIAT RESOLUTION #25-62-440	Open	\$5,924.75	\$0.00	B
25-02181	08/19/25	SPORTSFI	SPORTSFIELD SPECIALTIES	Open	\$4,000.00	\$0.00	
25-02200	08/22/25	MCLEES	WILLIAM MCLEES ARCHITECTUF RESOLUTION #25-62-453	Open	\$7,675.00	\$0.00	B
25-02215	08/26/25	TRIAD	TRIAD ASSOCIATES	Open	\$200.00	\$0.00	
25-02538	09/15/25	SEASHORE	SEASHORE ASPHALT CORP.	Open	\$146.85	\$0.00	B
25-02557	09/19/25	FERIOZZI	L. FERIOZZI CONCRETE COMPA RESOLUTION #25-62-480	Open	\$820,923.00	\$0.00	B
25-02953	10/20/25	DIVALEQU	DIVAL SAFETY EQUIPMENT, INC. Res 25-61-234	Open	\$4,854.00	\$0.00	
25-02954	10/20/25	CONTI	CONTINENTAL FIRE & SAFETY C Res 23-59-263	Open	\$5,472.80	\$0.00	
25-03014	10/29/25	REMINGTO	REMINGTON & VERNICK ENGINE RES NO.25-62-491	Open	\$973.75	\$0.00	B
25-03105	11/14/25	PHOENIXD	PHOENIX DISTRIBUTORS	Open	\$1,147.30	\$0.00	
25-03208	11/26/25	ACTENGIN	ACT ENGINEERS INC RESOLUTION #25-62-529	Open	\$67,462.94	\$0.00	B
25-03209	11/26/25	ENGDAM	ENGINEERING DESIGN ASSOCIAT RESOLUTION #25-62-530	Open	\$3,854.00	\$0.00	
25-03210	11/26/25	RESILSEA	RESILIENTSEAS, LLC RESOLUTION #25-62-528	Open	\$521,627.05	\$0.00	
25-03641	12/10/25	PELLEGR	PELLEGRINO CHEVROLET RESOLUTION #25-61-230	Open	\$47,585.30	\$0.00	
25-03649	12/11/25	FULLC	FULL COMPASS, LTD	Open	\$1,287.23	\$0.00	
25-03660	12/11/25	DEPT	DEPTCOR	Open	\$230.00	\$0.00	
26-00004	01/01/26	ACMJI	ATLANTIC COUNTY MUNICIPAL J 2026 JOINT INSURANCE FUND	Open	\$748,402.00	\$0.00	
26-00024	01/12/26	BROWNBR	BROWN & BROWN METRO LLC RESOLUTION #25-62-439	Open	\$1,610.86	\$0.00	
26-00025	01/12/26	SCIARRIL	FRANK SCIARRILLO HEALTH BENEFITS	Open	\$2,303.70	\$0.00	
26-00027	01/12/26	SEASIDEC	SEASIDE SERENITY COUNSELIN	Open	\$3,750.00	\$0.00	
26-00028	01/12/26	THOMSONR	THOMSON REUTERS	Open	\$442.22	\$0.00	
26-00032	01/14/26	CFIWORKS	CORPORATE FACILITIES OF NJ,I RESOLUTION #26-17	Open	\$42,173.15	\$0.00	
26-00049	01/15/26	HORIZOND	HORIZON BS BC OF NEW JERSE	Open	\$4,931.30	\$0.00	
26-00050	01/15/26	NATIONAL	NATIONAL VISION ADMIN, LLC	Open	\$707.77	\$0.00	
26-00051	01/15/26	TRI-STAT	TRI-STATE DIAGNOSTICS CORP.	Open	\$96.00	\$0.00	
26-00074	01/15/26	MAINL	MAIN LINE COMMERCIAL POOLS	Open	\$1,000.00	\$0.00	
26-00080	01/15/26	RESTTECH	RESTAURANT TECHNOLOGIES I	Open	\$126.37	\$0.00	
26-00081	01/15/26	CAPEENVI	CAPE ENVIRONMENTAL TESTIN	Open	\$275.00	\$0.00	
26-00082	01/15/26	BRYNMAWF	BRYN MAWR RACING COMPANY	Open	\$1,069.50	\$0.00	
26-00101	01/20/26	EASTS	EASTERN SIGN CO	Open	\$14,820.00	\$0.00	
26-00105	01/21/26	OCFAMILY	OC FAMILY MEDICINE RESOLUTION #26-33	Open	\$1,040.00	\$0.00	
26-00109	01/21/26	GRITH	GRIFFITH & CARLUCCI, ESQUIRI PB Solicitor - GRIFFITH 2026	Open	\$1,320.00	\$0.00	
26-00110	01/21/26	SCHAEFFE	SCHAEFFER NASSAR SCHEIDE(2026 PLANNING BOARD - ENGINEE	Open	\$4,950.00	\$0.00	
26-00111	01/21/26	SCHUELE	SCHUELE PLANNING SOLUTION 2026 PLANNING BOARD - PLANNER	Open	\$3,600.00	\$0.00	
26-00112	01/21/26	AQUATREA	AQUA-TREAT INC WATER MGMT.	Open	\$1,800.00	\$0.00	
26-00114	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I RESOLUTION #25-62-470	Open	\$80.00	\$0.00	
26-00116	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I RESOLUTION #25-62-470	Open	\$80.00	\$0.00	

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-00117	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I RESOLUTION #25-62-470	Open	\$2,000.00	\$0.00	
26-00119	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I RESOLUTION #25-62-470	Open	\$100.00	\$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	\$1,052.00	\$0.00	
26-00139	01/21/26	GEESE	GEESE CHASERS SOUTH JERSE	Open	\$1,299.00	\$0.00	
26-00140	01/21/26	LINCS	LINWOOD CLOCK SHOP	Open	\$285.00	\$0.00	
26-00143	01/21/26	PROFCLEA	PROFESSIONAL CLEANING SER' RESOLUTION #25-62-553	Open	\$14,865.91	\$0.00	
26-00145	01/21/26	RIGGI	RIGGINS, INC. RESOLUTION #26-17	Open	\$37,327.67	\$0.00	
26-00148	01/21/26	SCHID	SCHINDLER ELEVATOR CORPOF RESOLUTION #26-17	Open	\$2,163.69	\$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	
26-00154	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	\$7,163.35	\$0.00	
26-00158	01/21/26	PINELCON	PINELAND CONSTRUCTION, LLC RES 22-59-087	Open	\$12,283.06	\$0.00	
26-00174	01/23/26	CMCMU	C.M.C.M.U.A. RESOLUTION #25-62-522	Open	\$37,671.97	\$0.00	
26-00176	01/23/26	DEPT	DEPTCOR	Open	\$337.50	\$0.00	
26-00229	01/29/26	APEXMANA	APEX MANAGEMENT & CONSUL	Open	\$2,275.00	\$0.00	
26-00249	02/02/26	DEPT	DEPTCOR RESOLUTION #26-17	Open	\$1,050.00	\$0.00	
26-00257	02/03/26	WEBPAGE	WEBPAGEFX, INC	Open	\$15,117.86	\$0.00	
26-00258	02/03/26	WISERLIN	WISER LINK ADVERTISING, INC	Open	\$393.75	\$0.00	
26-00262	02/03/26	JUSTR	JUST RIGHT TV PRODUCTIONS I Video Taping/City Wide	Open	\$560.00	\$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

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
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	FROMEAPAFRO 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	GESOFTWAGE SOFTWARE INC	PURCHASE CARD	Open	\$160.00	\$0.00	PC2
26-00340	01/01/26	GLOUCTWFGLOUCESTER 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 C	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
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 I	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 NAPA AUTO 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

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-00376	01/01/26	PROFENCE	PROGRESSIVE 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 INC 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	SHOPIFY	SHOPIFY 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,CI 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	STREAMHOST	STREAMHOSTER.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
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	THEFLOWE	THE 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
26-00416	02/12/26	MANOSLLC	MANOS LAW FIRM LLC 2026 ZB SOLICITOR MANOS	Open	\$2,300.00	\$0.00	
26-00435	02/13/26	ENGDAM	ENGINEERING DESIGN ASSOCIA	Open	\$941.70	\$0.00	
26-00442	02/18/26	ROELYNL	ROELYNN LITHO, INC.	Open	\$200.00	\$0.00	
26-00461	02/24/26	FERIOZZI	L. FERIOZZI CONCRETE COMPA RESOLUTION #26-61	Open	\$390,504.00	\$0.00	
26-00463	02/24/26	MCLEES	WILLIAM MCLEES ARCHITECTUF RESOLUTION #26-64	Open	\$111,400.00	\$0.00	
26-00473	02/26/26	ARCHERPU	ARCHER PUBLIC AFFAIRS, LLC	Open	\$3,650.00	\$0.00	
26-00477	02/26/26	OPTICALS	OPTICAL SCIENTIFIC INC DIGIWX ADVISOR ANNUAL FEE, AP	Open	\$480.00	\$0.00	
26-00482	03/02/26	OCEANCON	OCEAN COMPUTER GROUP, INC RESOLUTION #26-17	Open	\$22,823.76	\$0.00	
26-00490	03/03/26	WILSONL	LEROY WILSON	Open	\$30.13	\$0.00	
26-00493	03/05/26	INNOL	INNOVATIVE LEADERSHIP, LLC SUPERVISOR TRAINING	Open	\$4,500.00	\$0.00	
26-00516	03/09/26	SCHWA	SCHWAAB, INC. Date time stamp and supplies	Open	\$68.00	\$0.00	
26-00517	03/09/26	MUNCOFNJ	MUNCO OF NEW JERSEY 2026 Membership Renewal	Open	\$25.00	\$0.00	
26-00520	03/11/26	ATLANTAC	ATLANTIC TACTICAL, LLC	Open	\$969.78	\$0.00	
26-00532	03/12/26	CMCCH	CAPE MAY COUNTY CHAMBER C 2026 BUSINESS LUNCH LEVCHUK	Open	\$55.00	\$0.00	
26-00538	03/15/26	RIVCONST	RIVERSIDE CONSTRUCTION RESOLUTION #25-62-507	Open	\$10,711.50	\$0.00	

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-00565	03/16/26	SJNIG	SOUTHERN NJ CHAP OF NAT IN	Open	\$50.00	\$0.00	
26-00566	03/16/26	OCTHEATR	OCEAN CITY THEATRE CO.,PRO	Open	\$400.00	\$0.00	
26-00570	03/17/26	NJSAC	NJ STATE ASSOCIATION OF CHIE	Open	\$590.00	\$0.00	
26-00629	03/19/26	DIVALEQU	DIVAL SAFETY EQUIPMENT, INC. Res 25-61-234	Open	\$650.00	\$0.00	
26-00630	03/19/26	GRIDLOCK	GRIDLOCK CEILINGS LLC	Open	\$12,300.00	\$0.00	
26-00631	03/19/26	MIDA	MID-ATLANTIC LAW ENFORCEMEI	Open	\$950.00	\$0.00	
26-00632	03/19/26	NJSAC	NJ STATE ASSOCIATION OF CHIE	Open	\$1,960.00	\$0.00	
26-00634	03/19/26	MARIASGR	MARIA J. SGRIGNIOLI	Open	\$173.42	\$0.00	
26-00635	03/19/26	AMBERADO	AMBER ADORANTO	Open	\$154.86	\$0.00	
26-00639	03/23/26	VINEA	VINELAND AUTO ELECTRIC, INC	Open	\$7,589.38	\$0.00	
26-00640	03/23/26	UPINCODE	UP IN CODE INC	Open	\$7,740.15	\$0.00	
26-00641	03/23/26	SCHEULE	SCHEULE PLANNING SOLUTION RES 25-62-539 SCHEULE PROF SEF	Open	\$3,880.00	\$0.00	
26-00644	03/23/26	GKSBBENTE	G.K.S.B. ENTERPRISES INC	Open	\$2,200.00	\$0.00	
26-00645	03/23/26	COLBERTJ	JOHN COLBERT Gym Equipment Repair Parts	Open	\$67.57	\$0.00	
26-00646	03/23/26	WISERLIN	WISER LINK ADVERTISING, INC	Open	\$262.50	\$0.00	
26-00647	03/23/26	COPIE	COPIERS PLUS, INC.	Open	\$147.00	\$0.00	
26-00649	03/24/26	JOHNT	JOHNSON & TOWERS, INC.	Open	\$1,870.92	\$0.00	
26-00650	03/24/26	NJAFM	NEW JERSEY ASSOICATION FOF 2026 Membership renewal	Open	\$50.00	\$0.00	
26-00651	03/24/26	FIRSS	FIRE & SAFETY SERVICES, LTD. Res 24-60-081	Open	\$5,052.01	\$0.00	
26-00652	03/24/26	BINSI	BERBEN INSIGNIA CO.	Open	\$435.00	\$0.00	
26-00653	03/24/26	FIRSS	FIRE & SAFETY SERVICES, LTD. Res 24-60-081	Open	\$2,270.74	\$0.00	
26-00654	03/24/26	FIRSS	FIRE & SAFETY SERVICES, LTD. Res 24-60-081	Open	\$910.27	\$0.00	
26-00655	03/24/26	FIRSS	FIRE & SAFETY SERVICES, LTD. Res 24-60-081	Open	\$1,759.41	\$0.00	
26-00657	03/24/26	LEXISNEX	LEXIS NEXIS RENEWALS UNIT NJ REGISTER SUBSCRIPTION RENE	Open	\$245.00	\$0.00	
26-00658	03/24/26	RICHBERN	RICHARD BERNARDINI REIMBURSEMENT	Open	\$45.00	\$0.00	
26-00660	03/24/26	VINEA	VINELAND AUTO ELECTRIC, INC	Open	\$221.00	\$0.00	
26-00661	03/24/26	74VIVARE	CHRISTOPHER VIVARELLI	Open	\$273.95	\$0.00	
26-00663	03/25/26	IFP	THE INSTITUTE FOR FORENSIC	Open	\$4,100.00	\$0.00	
26-00666	03/27/26	GTBM INC	G.T.B.M. INC.	Open	\$184.23	\$0.00	
26-00667	03/30/26	BLDGS	BUILDING SAFETY CONFERENC 2026 Building Safety Conferenc	Open	\$325.00	\$0.00	
26-00668	03/30/26	EASTS	EASTERN SIGN CO	Open	\$538.40	\$0.00	
26-00671	03/30/26	HOBO	ORIGINAL HOBO BAND, INC.	Open	\$1,300.00	\$0.00	
26-00674	03/30/26	TACTICAL	TACTICAL PUBLIC SAFETY, LLC	Open	\$253.72	\$0.00	
26-00676	03/30/26	OCEANCON	OCEAN COMPUTER GROUP, INC RESOLUTION #26-17	Open	\$16,619.35	\$0.00	
26-00677	03/30/26	HUFFCOUR	COURTNEY HUFF STORM Swim Team	Open	\$39.97	\$0.00	
26-00680	04/01/26	SHEPPBUS	SHEPPARD BUS SERVICE INC.	Open	\$596.85	\$0.00	
26-00681	04/01/26	ACTIONUN	ACTION UNIFORM CO., L.L.C	Open	\$1,224.00	\$0.00	
26-00682	04/01/26	MALIA	MALIA'S RUBBER STAMP COMPA	Open	\$89.00	\$0.00	
26-00685	04/06/26	INNOL	INNOVATIVE LEADERSHIP, LLC RECRUITMENT	Open	\$7,415.00	\$0.00	
26-00686	04/06/26	INNOL	INNOVATIVE LEADERSHIP, LLC SUPERVISOR TRAINING	Open	\$1,480.00	\$0.00	
26-00687	04/08/26	ARTHURCH	ARTHUR CHEW CONSULTING LL	Open	\$10,000.00	\$0.00	
26-00690	04/14/26	PHOENIXA	PHOENIX ADVISORS, LLC 2026 MUNICIPAL DEBT SERVICES	Open	\$1,500.00	\$0.00	B
26-00692	04/14/26	LEADERUN	LEADERSHIP UNDER FIRE INC	Open	\$4,500.00	\$0.00	
26-00697	04/14/26	FIRSS	FIRE & SAFETY SERVICES, LTD. Res 24-60-081	Open	\$624.34	\$0.00	
26-00701	04/14/26	FIRSS	FIRE & SAFETY SERVICES, LTD. Res 24-60-081	Open	\$3,242.24	\$0.00	
26-00702	04/14/26	RALPH	V.E. RALPH, INC. Res 25-61-230	Open	\$412.80	\$0.00	
26-00705	04/14/26	730MEDOL	CHRISTOPHER MEDOLLA	Open	\$6,000.00	\$0.00	
26-00711	04/15/26	UPINCODE	UP IN CODE INC	Open	\$372.90	\$0.00	

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-00712	04/15/26	DUPREES	DUPREES MUSIC LLC	Open	\$4,250.00	\$0.00	
26-00713	04/15/26	COPIE	COPIERS PLUS, INC.	Open	\$1,389.00	\$0.00	
26-00714	04/15/26	OCCHA	O.C. REGIONAL CHAMBER OF	Open	\$165.00	\$0.00	
26-00715	04/15/26	BISCA	BISCAYNE SUITES CONDO. ASSI	Open	\$1,149.90	\$0.00	
26-00717	04/15/26	GELLYBAL	GELLYBALL SOUTH JERSEY LLC	Open	\$550.00	\$0.00	
26-00720	04/15/26	MAGAZZUK	KAYLA MAGAZZU	Open	\$700.00	\$0.00	
26-00725	04/17/26	BURNSOBRBURNS	O'BRIEN LEGACY JV LLC RELEASE OF PERFORMANCE	Open	\$10,302.00	\$0.00	
26-00726	04/17/26	CLARKEDW	CLARK EDWARD LLC RELEASE OF PERFORMANCE	Open	\$10,302.00	\$0.00	
26-00727	04/17/26	CLARKEDW	CLARK EDWARD LLC RELEASE OF PERFORMANCE	GUAI Open	\$10,302.00	\$0.00	

Total Purchase Orders: 245 Total P.O. Line Items: 0 Total List Amount: \$3,972,201.02 Total Void Amount: \$0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total
	5-01	\$119,465.34	\$0.00	\$119,465.34	\$0.00	\$0.00	\$0.00
	6-01	\$1,224,507.49	\$0.00	\$1,224,507.49	\$0.00	\$0.00	\$0.00
	6-12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,576.00
	6-13	\$15,511.61	\$0.00	\$15,511.61	\$0.00	\$0.00	\$0.00
	Year Total:	\$1,240,019.10	\$0.00	\$1,240,019.10	\$0.00	\$0.00	\$11,576.00
	C-04	\$1,627,473.11	\$0.00	\$1,627,473.11	\$0.00	\$0.00	\$0.00
	G-02	\$916,973.18	\$0.00	\$916,973.18	\$0.00	\$0.00	\$0.00
	T-12	\$56,694.29	\$0.00	\$56,694.29	\$0.00	\$0.00	\$0.00
Total Of All Funds:		\$3,960,625.02	\$0.00	\$3,960,625.02	\$0.00	\$0.00	\$11,576.00

Project Description	Project No. Rcvd Total
201 9TH ST & 211 9TH ST	18-017IPBA \$450.00
822 9th STREET	22-029IPBA \$225.00
1113 HAVEN AVENUE	24-003IPBA \$225.00
201 A,B,C WEST AVENUE	24-0141PBA\$525.00
210 GULL ROAD	25-003PBA \$1,025.00
709 9TH STREET	25-004PBA \$200.00
858 ASBURY AVENUE	25-006PBA \$120.00
3400-02 WEST AVENUE	25-008PBA \$200.00
112 SIXTH STREET	25-010PBA \$160.00
3214 HAVEN AVENUE	25-017ZBA \$600.00
108-10 53RD STREET	25-018ZBA \$600.00
2316-19 SIMPSON AVENUE	25-019ZBA \$600.00
3128 ASBURY AVENUE	26-001PBA \$1,077.00
1833-35 WESLEY AVENUE	26-001ZBA \$50.00
2201 BAY AVENUE	26-002PBA \$1,443.00
2904-06 WESLEY AVENUE	26-002ZBA \$50.00
3308 BAY AVENUE	26-003PBA \$2,701.00
621 BATTERSEA ROAD	26-003ZBA \$100.00
201 NINTH STREET	26-004PBA \$925.00
304 SEABRIGHT ROAD	26-004ZBA \$150.00
141-47 HAVEN AVENUE	26-005ZBA \$150.00
Total Of All Projects:	\$11,576.00