CITY OF ABSECON
Municipal Complex
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Absecon, New Jersey 08201

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CITY COUNCIL

March 5TH, 2026

REGULAR MEETING - 6:00 PM

AGENDA

FLAG SALUTE

ROLL CALL

PRESIDENT'S STATEMENT ON THE SUNSHINE LAW

NOTIFICATION THAT THIS MEETING IS ELECTRONICALLY RECORDED

PRESENTATION – Joe Henry – Hardenbergh Insurance Group

REGULAR MEETING AGENDA

2026 ORDINANCES FOR ADOPTION

05 An Ordinance of the City of Absecon repealing and replacing Chapter 224 Article XXV of the Land Use and Development Ordinance entitled "Affordable Housing".

CONSENT AGENDA

57 Authorizing to prorate, cancel and refund property taxes for the 1st and 2nd quarters of 2026 on the property located at 8 Cortez Ave. (Blk 95, Lot 12).

58 Authorizing a refund of an overpayment of taxes for the 1st quarter of 2026 on the listed property.

59 A Resolution determining the form and other details of not exceeding $2,000,000 general obligation bonds of the City of Absecon, and providing for their sale to the New Jersey Infrastructure Bank and the State of New Jersey pursuant to the Water Bank Financing Program of the New Jersey Infrastructure Bank and authorizing the execution and delivery of certain loan agreements and an Escrow Agreement in connection therewith.

60 A Resolution determining the form and other details of its "Note relating to the Construction Financing Program of the New Jersey Infrastructure Bank", to be issued in the principal amount of up to $2,000,000 (in one or more series), and providing for the issuance and sale of such not (in one or more series) to the New Jersey Infrastructure Bank, and authorizing the execution and delivery of such note (in one or more series) by the City of Absecon in favor of the New Jersey Infrastructure Bank, all pursuant to the New Jersey Infrastructure Bank Construction Financing Program.

61 Approving IT Services by Network Connectivity for the Municipal Complex Building.

62 Approving for HVAC Services by Bishop Mechanical Services, Inc. for various Department.

63 Authorizing the City Clerk to issue Boat Ramp Permits to local marinas.

PUBLIC PORTION – Consent items only

APPROVAL OF BILL LIST - $3,525,576.40

APPROVAL OF MINUTES

Regular Meeting Minutes – 2/5/2026

REPORTS Council Committees
Mayor
Engineer
Administrator

PUBLIC PORTION

CLOSED SESSION - #64-2026 – Contract Negotiations

- Police Chief Contract
- 3rd Party Collections – Court

ADJOURNMENT

ORDINANCE 05-2026

CITY OF ABSECON

AN ORDINANCE OF THE CITY OF ABSECON REPEALING AND REPLACING CHAPTER 224 ARTICLE XXV OF THE LAND USE AND DEVELOPMENT ORDINANCE ENTITLED "AFFORDABLE HOUSING"

WHEREAS, Chapter 224, Article XXV "Affordable Housing" of the Land Use and Development Ordinance of the City of Absecon has to be repealed and replaced in its entirety to comply with the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. ("FHA"), as was amended in 2024, the newly adopted Uniform Housing Affordability Controls ("UHAC") regulations, N.J.A.C. 5:80-26.1 et seq., and newly adopted N.J.A.C. 5:99-1 et seq; and

WHEREAS, this Ordinance establishes City wide regulations and standards to govern the development of very low, low and moderate-income affordable units for multifamily for-sale and rental residential developments that may be approved by the City or the City Planning Board, and is designed to regulate these very low, low- and moderate-income units in a manner consistent with the FHA, UHAC, N.J.A.C. 5:99-1 et seq., and applicable New Jersey Council on Affordable Housing (COAH) regulations; and

WHEREAS, this chapter establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with regulations set forth in P.L. 2024, c. 2, N.J.S.A. 52:27D-301 et seq., N.J.A.C. 5:99-1 et seq. and as previously established in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38 (N.J.S.A. 52:27D-329.2) and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7). Fees collected pursuant to this chapter shall be used for the sole purpose of providing very-low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan;

BE IT ORDAINED by the Mayor and Council of the City of Absecon, in the County of Atlantic and State of New Jersey that Chapter 224, Article XXV "Affordable Housing" of the Land Use and Development Ordinance of the General Ordinances of the City of Absecon is hereby repealed and replaced as follows:

Section 1. Chapter 224, Article XXV, "Affordable Housing," of the Land Use and Development Ordinance of the City of Absecon, shall be repealed and replaced as follows:

A. 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 Absecon consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services ("LPS") at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing ("COAH") at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls ("UHAC") at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan ("HEFSP").

2. This Ordinance is intended to ensure that very low-, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to the provisions set forth below in item 5.c. below.

3. The City of Absecon Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.
4. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.
5. Applicability
    a. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality's most recently adopted HEFSP, excluding those affordable housing units that were subject to a written agreement, rezoning or approval prior to the end of the Third Round on June 30, 2025.
    b. This Ordinance shall also apply to any unanticipated future developments that will provide very low-, low- and moderate-income housing units.
    c. Projects receiving federal Low-Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.
    d. Within the Absecon Train Station Overlay Area, developers are required to provide affordable housing units if they avail themselves of the incentives set forth within Section 224-281, Density; Section 224-282, Building Coverage; Section 224-282, Impervious Coverage; Section 224-282, Building Height and Section 224-285, Parking Reduction. The development shall include a minimum of two affordable housing units for every eight market rate units [or a minimum of 25%]. Developers cannot make contributions in lieu of constructing affordable housing units in the Absecon Train Station Area Overlay.

B. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Commissioner" means the Commissioner of the Department of Community Affairs.

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

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

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

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

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

"Department" means the New Jersey Department of Community Affairs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Non-residential development" means:

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

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

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

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

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

"Payment in lieu of constructing affordable units" means the prior approval of the payment of funds to the municipality by a developer when affordable units are 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 was adopted and/or having received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Supportive housing unit" means a restricted rental unit, as defined by N.J.S.A. 34:1B-21.24, that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. Supportive housing units are also referred to as permanent supportive housing units.

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

"Treasurer" means the Treasurer of the State of New Jersey.

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

"UHORP" means the Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

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

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

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

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

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

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

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

C. Monitoring and Reporting Requirements

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

   a. The municipality shall provide electronic monitoring data with the Department pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department's website at https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml.

   b. On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.

   c. On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

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

1. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.

2. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

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

3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.
   a. Design of 100 percent affordable developments:
      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 may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.

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.AC 5:80-26.13(e).

5. Low/moderate split and bedroom distribution.

a. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.

b. In each affordable housing development, at least 50% of the restricted units within each bedroom distribution rounded up to the nearest whole number shall be very low- or low-income units.

c. Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count, and counted as part of the required number of low-income units within the development.

d. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:

   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 multifloor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:

      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 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:

(a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

(b) To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

(c) The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

(d) The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.

(e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.

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.

E. Affordable Housing Programs/Compliance Techniques

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. 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. Location and number of units: Location of units shall be permitted in the Business Zoning District and Residential Zoning Districts. The City is limited to the number of new permitted accessory apartments to allow up to 10 units, five of which shall be affordable to low-income households.

   c. Size: The minimum floor area for an accessory apartment located within a principal structure shall be 650 square feet, but in no case shall it exceed the gross floor area of the existing principal structure on the lot.

   d. 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.

   e. Rents of accessory apartments shall be established using the same methodology of affordable rental units discussed herein.

   f. 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.

   g. The municipal accessory apartment program shall not restrict the number of bedrooms in any accessory apartment.

   h. Per N.J.A.C. 5:97-6.8(b)2, the municipality shall provide a maximum 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.

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% 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.

6. 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. Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).
      ii. Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.
      iii. 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.
      iv. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
      v. Occupancy shall not be restricted to youth under 18 years of age.
      vi. 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.
      vii. The bedrooms and/or units shall comply with UHAC with the following exceptions:
         (a) Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;
         (b) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).
      viii. 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.
      ix. 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.
      x. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:
         (a) An Affirmative Marketing Plan in accordance with D1 above; and

(b) If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.

xi. The sponsor/owner shall complete annual monitoring as directed by the MHL.

F. Regional Income Limits.

1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
2. Regional income limits are based on regional median income, which is established by a regional weighted average of the "median family incomes" published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
3. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

G. Maximum Initial Rents And Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.
2. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.
3. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60% of regional median income.
4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income. These very low-income units shall be part of the low-income requirement and very-low-income units should be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count.
5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits.
6. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.
7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:

a. A studio or efficiency unit shall be affordable to a one-person household;

b. A one-bedroom unit shall be affordable to a one- and one-half-person household;

c. A two-bedroom unit shall be affordable to a three-person household;

d. A three-bedroom unit shall be affordable to a four and one-half person household; and

e. A four-bedroom unit shall be affordable to a six-person household.

8. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:

   a. A studio or efficiency unit shall be affordable to a one-person household;

   b. A one-bedroom unit shall be affordable to a one- and one-half-person household; and

   c. A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.

9. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the FreddieMac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.

11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1. f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.

H. Affirmative Marketing.

1. The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who

are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 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 Atlantic, Cape May, 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. The affirmative marketing plan shall include the following community and regional organizations: FSHC; the Latino Action Network; the New Jersey State Conference of the NAACP; East Orange NAACP; Newark NAACP; Morris County NAACP; Elizabeth NAACP; and the Supportive Housing Association.
8. In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
9. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

10. The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.

I. Selection of Occupants of Affordable Housing Units.

1. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.

2. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

J. Occupancy Standards.

1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:

   a. Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;

   b. Provide a bedroom for every two adult occupants;

   c. With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and

   d. Avoid placing a one-person household into a unit with more than one bedroom.

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

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80- 26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.

2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).

3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.

4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.

5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:

   a. If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or

   b. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.

6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.

7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value

of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

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

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:

   a. The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.

   b. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.

      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.

M. Buyer Income Eligibility.

1. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.

2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

    a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;

    b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or

c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

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

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).

O. Control Periods for Restricted Rental Units.

1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.

2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.

3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.

4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.

5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.

6. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.

7. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

   a. Sublease or assignment of the lease of the unit;

   b. Sale or other voluntary transfer of the ownership of the unit;

   c. The entry and enforcement of any judgment of foreclosure on the property containing the unit; or

   d. The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

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

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.

2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.

3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

   a. Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.

4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.

6. Pet fees may not exceed $30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.

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

8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

Q. Tenant Income Eligibility.

1. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:

   a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.

   b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.

   c. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

3. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

R. Municipal Housing Liaison.

1. The Municipal Housing Liaison shall be approved by municipal resolution.

2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.

3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:

a. Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.

b. The oversight of the Affirmative Marketing Plan and affordability controls.

c. When applicable, overseeing and monitoring any contracting Administrative Agent.

d. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.

e. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.

f. Coordinating meetings with affordable housing providers and administrative agents, as needed.

g. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.

h. Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.

i. Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.

j. Listing on the municipal website contact information for the MHL and Administrative Agents.

S. Administrative Agent.

1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to

administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.

2. The fees for administrative agents shall be paid as follows:
   a. Administrative agent fees related to rental units shall be paid by the developer/owner.
   b. Administrative agent fees related to initial sale of units shall be paid by the developer.
   c. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
   d. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.
4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7and 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 firm, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
      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.

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

1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:

   a. Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.

   b. The total number of units in the project and the number of affordable units.

   c. The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.

   d. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.

   e. A projected construction schedule.

   f. The location of any common areas and elevators.

   g. The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.

2. In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:

   a. Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.

   b. Provide to the administrative agent a description of any applicable fees.

   c. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.

   d. Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.

   e. Provide to the administrative agent a proposed form of lease for any rental units.

   f. Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive that the tenant selection criteria for applicants for non-restricted units.

   g. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.

3. In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:

    a. Proposed pricing for all units, including any purchaser options and add-on items.

    b. Condominium or homeowner association fees and any other applicable fees.

    c. Estimated real property taxes.

    d. Sewer, water, trash disposal, and any other utility assessments.

    e. Flood insurance requirement, if applicable.

    f. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

U. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

2. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

    a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

        i. A fine of not more than $500 per day 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 low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;

        iii. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

3. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6. e. (2)), following written notice to the owner. The fine for the first offense of noncompliance shall be $5,000, the fine for the second offense of noncompliance shall be $10,000, and the fine for each subsequent offense of noncompliance shall be $15,000.

4. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage

foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.

a. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

b. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

c. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

d. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.

e. Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.

f. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

5. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a

reasonable amount of time and be 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

   a. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

V. Development Fees.

1. Purpose

   a. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

2. Basic Requirements

   a. The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.

   b. The municipality shall not spend development fees until the court has approved a plan for spending such fees.

3. Residential Development Fees

   a. Imposed fees

      i. Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

ii. When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d (5), developers shall be required to pay a "bonus" development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

b. Eligible exactions, ineligible exactions and exemptions for residential development

i. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2, shall be exempt from development fees.

ii. Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.

iii. The expansion or improvement of an existing residential structure shall be exempt from any development fee requirement.

iv. Other development shall be exempt from any development fee required to the extent provided by the terms of any order entered by the Superior Court of New Jersey.

v. No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire, flood, or natural disaster.

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.

f. Other development shall be exempt from any development fee required to the extent provided by the terms of any order entered by the Superior Court of New Jersey.

5. Collection Procedures

   a. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

   b. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on Form N-RDF. The tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

   c. The construction official responsible for the issuance of a building permit shall notify the tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.

d. Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.

e. The construction official responsible for the issuance of a final certificate of occupancy shall notify the tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.

f. Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

g. Should the municipality fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).

h. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.

6. Appeal of development fees

a. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

b. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing Trust Fund

a. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

b. The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

i. Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;

ii. Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;

iii. Rental income from municipally operated units;

iv. Repayments from affordable housing program loans;

v. Recapture funds;

vi. Proceeds from the sale of affordable units; and

vii. Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.

c. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.

d. Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:

i. Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;

ii. Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;

iii. Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;

iv. Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;

v. Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;

vi. Revocation of compliance certification or a judgment of compliance and repose;

vii. Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;

viii. Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.

e. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

8. Use of Funds

a. The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.

b. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.

c. At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.

   i. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowner's 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 AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

10. Ongoing Collection of Fees

   a. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.

   b. If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

11. Emergent Affordable Housing Opportunities. Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

BE IT FURTHER ORDAINED that:

1. All Ordinances or parts of Ordinances inconsistent with the provision hereof, be and the same are hereby repealed and that this Ordinance shall take affect immediately after final passage and publication.
2. If any section, subsection, paragraph, sentence or any other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.
3. This Ordinance shall take effect upon final adoption and publication as required by law.

DATED: March 5th, 2026

SIGNED: ______________________________
Thomas Marrone, Mayor

ATTEST: ____
Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON
Municipal Complex
500 Mill Road
Absecon, New Jersey 08201

PLANNING & ZONING
TINA M. LAWLER, SECRETARY

PH. (609) 641-0663 ext. 112
FAX (609) 645-5098

February 26, 2026

Carie,

The Planning Board met on February 25, 2026 and the following ordinance was reviewed and found to be consistent with the Master Plan. If you have any questions or comments please contact me.

Ordinance 5-2026 – an Ordinance of the City of Absecon Repealing and Replacing Chapter 224 – Article XXV of the Land Use and Development Ordinance entitled “Affordable Housing”.

Thanks.

Tina

CITY OF ABSECON

RESOLUTION 57-2026

A RESOLUTION AUTHORIZING TO PRORATE, CANCEL AND REFUND PROPERTY TAXES FOR THE 1ST AND 2ND QUARTERS OF 2026 ON THE PROPERTY LOCATED AT 8 CORTEZ AVENUE (BLOCK 95, LOT 12)

WHEREAS, the Tax Collector, by letter attached, has notified the City Council of property that is now exempt from taxes under the Veteran's Exemption; and

WHEREAS, the Tax collector has requested permission to prorate and cancel the property taxes for the 1st and 2nd Quarters of 2026 as listed below:

Block	Lot	Property Location	Property Owner	Qtr/Yr	Cancel
95	12	8 Cortez Ave.	Malone, Kevin S. & Kristin N.	1/2026	$597.51
				2/2026	$1,493.77

WHEREAS, the Tax Collector has requested permission to refund the prorated overpayment amount created by the cancelation of taxes as listed below:

Block	Lot	Property Location	Property Owner	Qtr/Yr	Refund
95	12	8 Cortez Ave.	Malone, Kevin S. & Kristin N.	1/2026	$597.51

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Absecon as follows:

1. The Tax Collector be authorized and directed to cancel taxes on the above listed property.

2. The Chief Financial Officer be authorized and directed to refund the amounts listed above to Cotality Centralized Refunds, P.O. Box 9202, Coppell, TX 75019-9760

Dated: March 5th, 2026

This is to certify that this is a true copy of a Resolution adopted by the Council of the City of Absecon at a Regular Meeting held March 5th, 2026.

ATTEST: ________________________________

Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON
Municipal Complex
500 Mill Rd.
ABSECON, NJ 08201

Jessica A. Snyder, CTC
Tax Collector

Phone (609) 641-0663 ext. 116
Fax (609) 645-5098

February 25, 2026

Mayor & City Council
500 Mill Road
Absecon, NJ 08201

Dear Members of City Council,

Please have a resolution drawn up to prorate and cancel the property taxes for the 1st and 2nd quarters of 2026. The following property is owned by a recently Exempt Veteran, as per the Tax Assessors Records.

Block	Lot	Property Location	Property Owner	Qtr/Yr	Cancel
95	12	8 Cortez Ave.	Malone, Kevin S. & Kristin N	1/2026	$597.51
				2/2026	$1493.77

Please also refund the overpayment created by the cancelation of taxes.

Block	Lot	Property Location	Property Owner	Qtr/Yr	Refund
95	12	8 Cortez Ave.	Malone, Kevin S. & Kristin N	1/2026	$597.51

The refund should be sent to the address on file for Cotality (formerly known as Corelogic.

Thank you for your attention to this matter.

Sincerely,

Jessica A. Snyder, CTC

Jessica A. Snyder, CTC
Tax Collector

CITY OF ABSECON

RESOLUTION 58-2026

A RESOLUTION AUTHORIZING A REFUND OF AN OVERPAYMENT OF TAXES FOR THE 1st QUARTER OF 2026 ON THE LISTED PROPERTY

WHEREAS, the Tax Collector, by letter attached, has notified City Council of an overpayment of taxes on the listed properties; and

WHEREAS, the refund is due to the property being owned by an exempt veteran; and

WHEREAS, the Tax collector has requested permission to refund the taxes for the 1st quarter of 2026 on the following property:

Block	Lot	Property Owner	Property Address	Amount
93	16.16	9 Andrea Lane CO	9 Andera Lane	$1,795.31

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Council of the City of Absecon that:

1. The Chief Financial Officer be authorized and directed to refund the amount listed above to Cotality Centralized Refunds, P.O. Box 9202, Coppell, TX 75019-9760.

2. This Resolution shall take effect immediately.

Dated: March 5th, 2026

This is to certify that this is a true Copy of a Resolution adopted by the Council of the City of Absecon at a regular meeting held March 5th, 2026

Attest: ______________________________
Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON
Municipal Complex
500 Mill Rd.
ABSECON, NJ 08201

Absecon Absolutely!

Jessica A. Snyder, CTC
Tax Collector

Phone (609) 641-0663 ext. 116
Fax (609) 645-5098

February 24, 2026

Mayor & City Council
500 Mill Road
Absecon, NJ 08201

Dear Members of City Council,

Please have a resolution drawn up to refund the following overpayments of taxes for 1st quarter 2026, because the property is owned by an exempt veteran. Please refund to the mortgage servicer Cotality (formerly known as Corelogic) at the address listed below.

Block	Lot	Qual.	Property Owner	Property Address	Amount
93	16.16		9 Andrea Lane CO	9 Andrea Lane	$ 1,795.31

The refunds should be sent to:

Cotality Centralized Refunds
PO Box 9202
Coppell, TX 75019-9760

Sincerely,

Jessica A. Snyder, CTC

Jessica A. Snyder, CTC
Tax Collector

CITY OF ABSECON

RESOLUTION 59-2026

A RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING $2,000,000 GENERAL OBLIGATION BONDS OF THE CITY OF ABSECON, IN THE COUNTY OF ATLANTIC, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO THE NEW JERSEY INFRASTRUCTURE BANK AND THE STATE OF NEW JERSEY PURSUANT TO THE WATER BANK FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN LOAN AGREEMENTS AND AN ESCROW AGREEMENT IN CONNECTION THEREWITH

WHEREAS, the City of Absecon (the "Local Unit"), in the County of Atlantic, State of New Jersey, has determined that there exists a need within the Local Unit to undertake drainage management improvements and associated road work in the Absecon Estates neighborhood, such work to include, but not be limited to, as applicable, site clearing including, but not limited to, tree clearing; excavation, pipe improvements and/or replacements to connect to existing drainage structure; associated roadway milling, paving, reconstruction and boxing out and resurfacing or full depth pavement replacement; grading, manhole, utility casting, and inlet improvements; the repairing and/or installation, of associated curbs, sidewalks and driveways; traffic control including, but not limited to, traffic markings and signage; roadway painting, landscaping and aesthetic improvements, as applicable; and all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto (collectively, the "Project") as defined in each of that certain Loan Agreement (the "I-Bank Loan Agreement") to be entered into by and between the Local Unit and the New Jersey Infrastructure Bank (the "I-Bank") and that certain Loan Agreement (the "Fund Loan Agreement", and together with the I-Bank Loan Agreement, the "Loan Agreements") to be entered into by and between the Local Unit and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), all pursuant to the Water Bank Financing Program of the New Jersey Infrastructure Bank (the "Program"); and

WHEREAS, the Local Unit has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the I-Bank (the "I-Bank Loan") and the State (the "Fund Loan", and together with the I-Bank Loan, the "Loans") pursuant to the I-Bank Loan Agreement and the Fund Loan Agreement, respectively; and

WHEREAS, to evidence the Loans, each of the I-Bank and the State require the Local Unit to authorize, execute, attest and deliver the Local Unit's General Obligation Bonds in the aggregate principal amount of not to exceed $2,000,000, consisting of a bond to the I-Bank (the "I-Bank Loan Bond") and a bond to the State (the "Fund Loan Bond"), and together with the I-Bank Loan Bond, (the "Local Unit Bonds") pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), other applicable law and the Loan Agreements; and

WHEREAS, N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law allows for the sale of the I-Bank Loan Bond and the Fund Loan Bond to the I-Bank and the State, respectively, without any public offering, and N.J.S.A. 58:11B-9(a) allows for the sale of the I-Bank Loan Bond to the I-Bank without any public offering, all under the terms and conditions set forth herein; and

WHEREAS, the I-Bank and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the Local Unit Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an Escrow Agreement (the "Escrow Agreement") to be entered into by and among the I-Bank, the State, the Local Unit and the escrow agent named therein.

NOW, THEREFORE, BE IT RESOLVED by a 2/3 vote of the full membership of the governing body of the Local Unit as follows:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the bonds of the City, authorized pursuant to the bond ordinance of the City described in Section 2 hereof (the "Bond Ordinance"), shall be a single issue of General Obligation Bonds in the aggregate principal amount of not to exceed $2,000,000, consisting of the I-Bank Loan Bonds and the Fund Loan Bonds (collectively, the "Bonds" or "General Obligation Bonds").

Section 2. The principal amount of bonds authorized by the Bond Ordinance to be a single issue as above provided, the Bond Ordinance authorizing the Bonds described by reference to the ordinance number, description and date of final adoption, amount of issue and average period of usefulness determined in the Bond Ordinance is respectively, as follows:

Ordinance Number	Description and Date of Final Adoption	Amount of Issue	Useful Life
17-2025	Providing For Drainage Management Improvements in the Absecon Estates Neighborhood, Finally Adopted On November 20, 2025	$2,000,000	20 years

Section 3. The following matters are hereby determined with respect to the issue of Bonds:

(a) The period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to the Bond Ordinance, is 20 years.

(b) The Bonds shall be designated "General Obligation Bonds" consisting of the I-Bank Loan Bonds and the Fund Loan Bonds and shall mature within the period of usefulness hereinabove determined.

(c) The Bonds shall be sold and issued in accordance with the provisions of the Local Bond Law that are applicable to the sale and issuance of bonds authorized by a single Bond Ordinance and accordingly may be sold with other issues of bonds.

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

(a) None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the Bond Ordinance described in Section 2 has not been rescinded heretofore and now remains in full force and effect as authorizations for the respective amount of bonds set opposite the description of the Bond Ordinance set forth in Section 2 hereof.

(b) The purposes or improvements authorized by the Bond Ordinance described in Section 2 hereof are purposes for which bonds and notes may be issued lawfully pursuant to the Local Bond Law and some of such improvements or purposes, if applicable and permitted by law, a deduction may be taken in any annual or supplemental debt statement.

Section 5. In accordance with N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law and N.J.S.A. 58:11B-9(a), the Local Unit hereby sells and awards its I-Bank Loan Bond to the I-Bank and its Fund Loan Bond to the State, all in accordance with the provisions hereof. The Local Unit Bonds have been referred to and are described in the Bond Ordinance referenced in Section 2 hereof.

Section 6. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the I-Bank and the State under the Loan Agreements and the terms and conditions hereof, the following items with respect to the I-Bank Loan Bond and the Fund Loan Bond:

(a) The aggregate principal amounts of the I-Bank Loan Bond and the Fund Loan Bond to be issued;

(b) The maturity and annual principal installments of the Local Unit Bonds, which maturity shall not exceed 20 years;

(c) The date of the Local Unit Bonds;

(d) The interest rates of the Local Unit Bonds;

(e) The purchase price for the Local Unit Bonds; and

(f) The terms and conditions under which the Local Unit Bonds shall be subject to redemption prior to their stated maturities.

Section 7. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Local Unit Bonds by the parties authorized under Section 4(c) hereof.

Section 8. The Local Unit hereby determines that certain terms of the Local Unit Bonds shall be as follows:

(a) The I-Bank Loan Bond shall be issued in a single denomination and shall be numbered R-1. The Fund Loan Bond shall be issued in a single denomination and shall be numbered R-2;

(b) The Local Unit Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and

(c) The Local Unit Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 9. The I-Bank Loan Bond and the Fund Loan Bond shall be substantially in the form set forth in the I-Bank Loan Agreement and the Fund Loan Agreement, respectively.

Section 10. The law firm of Archer & Greiner P.C. is hereby authorized to arrange for the printing of the Local Unit Bonds, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank and the State for the Program, to arrange for same. The Local Unit auditor is hereby authorized to prepare the financial information necessary in connection with the issuance of the Local Unit Bonds. The Mayor, the Chief Financial Officer and the Local Unit Clerk are hereby authorized to execute any certificates necessary or desirable in connection with the financial and other information.

Section 11. The terms of the Local Unit Bonds authorized to be set forth by the Chief Financial Officer in accordance with Section 6 hereof shall be set forth in an award certificate executed by the Chief Financial Officer and there shall be no further ratification necessary by the City Council in order to award, sell, issue, deliver and close on the Bonds.

Section 12. The Mayor and the Chief Financial Officer are hereby severally authorized to execute any certificates or documents necessary or desirable in connection with the sale of the Local Unit Bonds, and are further authorized to deliver same to the I-Bank and the State upon delivery of the Local Unit Bonds and the receipt of payment therefor in accordance with the Loan Agreements.

Section 13. The I-Bank Loan Agreement, the Fund Loan Agreement and the Escrow Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the Local Unit by either the Mayor or the Chief Financial Officer in substantially the forms attached hereto as Exhibits A, B and C, respectively, with such changes as the Mayor or the Chief Financial Officer (each an "Authorized Officer"), in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit (collectively, the "Local Unit Consultants") and after further consultation with the I-Bank, the State and their representatives, agents, counsel and advisors (collectively, the "Program Consultants", and together with the Local Unit Consultants, the "Consultants"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Local Unit Clerk is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Local Unit as determined hereunder and to affix the corporate seal of the Local Unit to such Financing Documents.

Section 14. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Local Unit Clerk, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

Section 15. This resolution shall take effect immediately.

Section 16. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to John M. Cantalupo, Esq., Archer & Greiner P.C., bond counsel to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Dated: March 5th, 2026

This is to certify that this is a true
Copy of a Resolution adopted by the
Council of the City of Absecon at a
regular meeting held March 5th, 2026

Attest: ______________________________
Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON

RESOLUTION 60-2026

RESOLUTION OF THE CITY OF ABSECON, IN THE COUNTY OF ATLANTIC, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO $2,000,000 (IN ONE OR MORE SERIES), AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE (IN ONE OR MORE SERIES) TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE (IN ONE OR MORE SERIES) BY THE CITY OF ABSECON IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM

WHEREAS, the City of Absecon (the "Local Unit"), in the County of Atlantic, State of New Jersey, has determined that there exists a need within the Local Unit to undertake drainage management improvements and associated road work in the Absecon Estates neighborhood, such work to include, but not be limited to, as applicable, site clearing including, but not limited to, tree clearing; excavation, pipe improvements and/or replacements to connect to existing drainage structure; associated roadway milling, paving, reconstruction and boxing out and resurfacing or full depth pavement replacement; grading, manhole, utility casting, and inlet improvements; the repairing and/or installation, of associated curbs, sidewalks and driveways; traffic control including, but not limited to, traffic markings and signage; roadway painting, landscaping and aesthetic improvements, as applicable; and all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto (collectively, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental financing program (the "Infrastructure Bank Financing Program") of the New Jersey Infrastructure Bank (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the acquisition, construction, renovation and installation, as applicable, of the Project prior to the closing with respect to the Infrastructure Bank Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Program of the I-Bank (the "Construction Financing Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the "Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to $2,000,000 (to be issued in one or more series) (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note (to be issued in one or more series) to the I-Bank pursuant to the terms of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank (in one or more series), without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note (in one or more series) to the I-Bank without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by the following bond ordinance, which is set forth below by ordinance number, description and date of final adoption:

Ordinance Number	**Description and Date of Final Adoption**
17-2025	Bond Ordinance providing for Drainage Management Improvements In The Absecon Estates Neighborhood, Finally Adopted on November 20, 2025

(the "Bond Ordinance"), which Ordinance was finally adopted at the meeting of the City Council duly called and held on the date set forth hereinabove under the heading "Description and Date of Final Adoption", in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., as amended and supplemented, at which meeting a quorum was present and acting throughout, and that said Bond Ordinance has been duly enacted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount or amounts (if sold in more than one series) of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date or dates of the Note (if sold in more than one series).

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

(a) the aggregate principal amount of the Notes to be issued shall be an amount up to $2,000,000 and may be issued in more than one series provided the combined principal amounts do not exceed $2,000,000;
(b) the maturity or maturities (if sold in more than one series) of the Note shall be determined by the I-Bank;
(c) the interest rate or rates (if sold in more than one series) of the Note shall be determined by the I-Bank;
(d) the purchase price or prices (if sold in more than one series) for the Note shall be par;
(e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
(f) the Note shall be issued in a single denomination or additional denominations (if sold in more than one series) and shall be numbered "NJWB-CFP-__-01";
(g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
(h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (or such officers deemed legal eligible to execute same at the time of execution) under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Appendix A with such additions, deletions and omissions as may be necessary in connection with the Construction Financing Program.

Section 6. The law firm of Archer & Greiner P.C., Red Bank, New Jersey is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Clerk of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Archer & Greiner P.C., Red Bank, New Jersey, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

APPENDIX A

CITY OF ABSECON
IN THE COUNTY OF ATLANTIC, STATE OF NEW JERSEY
NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK

$________________   **__________________, 202_**

NJWB - CFP-__-01

FOR VALUE RECEIVED, the City of Absecon, in the County of Atlantic, State of New Jersey, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note"); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

"Administrative Fee" means the "NJDEP Fee" as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

"Anticipated Financing Program" means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

"Anticipated Long-Term Loan" means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" or **"Costs"** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Credit Policy" means the "New Jersey Infrastructure Bank Credit Policy," as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Financial Plan" means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

"I-Bank Bonds" means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

"Interest" means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

"Interest Rate" means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

"Issue Date" means the date of issuance of this Note.

"Loan" means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

"Loan Disbursement Requisition" means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

"Maturity Date" means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be ________________, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20__. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

(A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20__, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.

(B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20__, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20__, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be <u>such earlier date</u> as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be <u>such later date</u> (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

"New Jersey Water Bank" means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

"NJDEP" means the New Jersey Department of Environmental Protection.

"Payment Date" means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) ________________________________ Dollars ($________________), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

(e) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(f) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the

Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: City of Absecon, 500 Mill Road, Absecon, New Jersey 08201, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

CITY OF ABSECON, IN THE COUNTY OF ATLANTIC, STATE OF NEW JERSEY

[SEAL]

ATTEST:

By:______________________
Thomas Marrone
Mayor

____
Carie A. Crone
Clerk

By:______________________
Kristen Manning
Chief Financial Officer

Dated: March 5th, 2026

This is to certify that this is a true Copy of a Resolution adopted by the Council of the City of Absecon at a regular meeting held March 5th, 2026

Attest: ______________________________
Carie A. Crone, RMC, Municipal Clerk

CITY OF ABSECON

RESOLUTION 61-2026

A RESOLUTION FOR IT SERVICES FOR THE MUNICIPAL COMPLEX BUILDING

WHEREAS, the City of Absecon has determined that there is a continued need to utilize Network Connectivity Inc. for IT Services in the Municipal Complex Building; and

WHEREAS, Nina D. Williams, QPA, has determined and certified in writing that the value of these purchases will exceed $17,500.00; and

WHEREAS, Network Connectivity Inc. completed and submitted their Business Registration Certificate (BRC), a Business Entity Disclosure Certification, acknowledgement of EEO/Affirmative Action Compliance Notice form and Political Contribution Disclosure Forms certifying that Network Connectivity Inc. has not made any contributions to a political or candidate committee for an elected office in the City of Absecon in the previous year and it will prohibit them from making any contributions throughout the projected time of completion:

NOW, THEREFORE BE IT RESOLVED, That the City of Absecon City Council, utilizing the alternative method of award to Network Connectivity Inc. for IT Services for the Municipal Complex Building. A copy of the Business Entity Certification and Determination of Value shall be on file with the resolution in the City of Absecon Clerks Office.

BE IT FURTHER RESOLVED, that Kristen Manning, Chief Financial Officer of the City of Absecon, does hereby certify that there are adequate funds available in the **2026 Current Fund line items: 6-01-20-140-095, 6-01-20-140-026 and 6-01-25-240-036.**

The estimated expenditures of 2026 should not exceed **$45,000.00**

____
Kristen Manning, Chief Financial Officer

Dated: March 5th, 2026

This is to certify that this is a true
Copy of a Resolution adopted by the
Council of the City of Absecon at a
regular meeting held March 5th, 2026

Attest: ______________________________
Carie A. Crone, RMC, Municipal Clerk

City of Absecon
Finance Department
500 Mill Road
Absecon, NJ 08201

To: Thomas Marrone
Mayor

From: Nina D. Williams, QPA
Purchasing Agent

Date: January 28, 2026

Subject: Pay-to-Play Determination of Value for Network Connectivity Inc.

The City of Absecon plans to utilize Network Connectivity Inc. for IT Services in the Municipal Complex Building.

The City of Absecon's yearly expenditures for these specified services will exceed the pay-to-play threshold of $17,500.00. The City of Absecon's Council Meeting will award the resolution for Maintenance and Support for the Public Safety Communication System on March 5, 2026.

I, Nina D. Williams, QPA, Purchasing Agent of the City of Absecon, do hereby certify that Network Connectivity Inc. will exceed the New Jersey Local Unit Pay-to-Play Law threshold of $17,500.00 during the calendar year of 2026.

N. D. Williams

Nina D. Williams, QPA, Purchasing Agent

CITY OF ABSECON

RESOLUTION 62-2026

A RESOLUTION FOR HVAC SERVICES FOR VARIOUS DEPARTMENTS

WHEREAS, the City of Absecon has determined that there is a continued need for HVAC Services for Various Departments throughout the City of Absecon; and

WHEREAS, Nina D. Williams, QPA, has determined and certified in writing that the value of these purchases will exceed $17,500.00; and

WHEREAS, Bishop Mechanical Services, Inc. completed and submitted their Business Registration Certificate (BRC), a Business Entity Disclosure Certification, acknowledgement of EEO/Affirmative Action Compliance Notice form and Political Contribution Disclosure Forms certifying that Bishop Mechanical Services, Inc. has not made any contributions to a political or candidate committee for an elected office in the City of Absecon in the previous year and it will prohibit them from making any contributions throughout the projected time of completion:

NOW, THEREFORE BE IT RESOLVED, that the City of Absecon City Council, utilizing the alternative method of award to Bishop Mechanical Services, Inc. for HVAC Services for Various Departments throughout the City of Absecon. A copy of the Business Entity Certification and Determination of Value shall be on file with the resolution in the City of Absecon Clerks Office.

BE IT FURTHER RESOLVED, that Kristen Manning, Chief Financial Officer of the City of Absecon, does hereby certify that there are adequate funds available in the **2026 Current Fund line item: 6-01-26-290-024**

The estimated expenditures of 2026 should not exceed **$20,000.00**

____
Kristen Manning, Chief Financial Officer

Dated: March 5th, 2026

This is to certify that this is a true Copy of a Resolution adopted by the Council of the City of Absecon at a regular meeting held March 5th, 2026

Attest: ______________________________
Carie A. Crone, RMC, Municipal Clerk

City of Absecon
Finance Department
500 Mill Road
Absecon, NJ 08201

To: Thomas Marrone
Mayor

From: Nina D. Williams, QPA
Purchasing Agent

Date: January 28, 2026

Subject: Pay-to-Play Determination of Value for Bishop Mechanical Services, Inc.

The City of Absecon Public Works Department plans to utilize Bishop Mechanical Services, Inc. for HVAC Services for Various Departments.

The City of Absecon's yearly expenditures for these specified services will exceed the pay-to-play threshold of $17,500.00. The City of Absecon's Council Meeting will award the resolution for HVAC Services for Various Departments on March 5, 2026.

I, Nina D. Williams, QPA, Purchasing Agent of the City of Absecon, do hereby certify that Bishop Mechanical Services, Inc. will exceed the New Jersey Local Unit Pay-to-Play Law threshold of $17,500.00 during the calendar year of 2026.

N. D. Williams

Nina D. Williams, QPA, Purchasing Agent

CITY OF ABSECON

RESOLUTION 63-2026

A RESOLUTION AUTHORIZING THE CITY CLERK TO ISSUE BOAT RAMP PERMITS TO LOCAL MARINAS

WHEREAS, Absecon Bay Sportsman Center and Absecon Marina are in need of Boat Ramp Permits for the Faunce Landing Road Boat Ramp to conduct commercial business; and

WHEREAS, the Mayor and City Council of the City of Absecon hereby authorize the City Clerk to issue one annual permit to Absecon Bay Sportsman Center and Absecon Marina at no charge to allow for their commercial use of the ramp.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Absecon as follows:

1. The City Clerk is authorized to issue annual permits for the Faunce Landing Road Boat ramp to Absecon Bay Sportsman Center and Absecon Marina at no charge.

2. Permits are for Business use only and are non-transferable.

Dated: March 5th, 2026

This is to certify that this is a true copy of a Resolution adopted by the Council of the City of Absecon at a Regular Meeting held March 5th, 2026

ATTEST: ______________________________
Carie A. Crone, RMC, Municipal Clerk

City of Absecon
Purchase Order Listing By P.O. Number

P.O. Type: All   Include Project Line Items: Yes   Open: N   Paid: Y   Void: N
Range: First   to Last   Rcvd: N   Held: N   Aprv: N
Format: Detail without Line Item Notes   Paid Date Range: 02/20/26 to 03/05/26   Bid: Y   State: Y   Other: Y   Exempt: Y
Vendors: All   Include Non-Budgeted: Y
Rcvd Batch Id Range: First   to Last

PO # / Item Description	PO Date / Vendor	Amount	Charge Account	Contract Acct Type	PO Type Description	Stat/Chk		First Enc Date	Rcvd Date	Chk/Void Date	Invoice
26-00170	02/26/26 A0034 ABSECON CITY PAYROLL ACCOUNT										
1 PAYROLL DATED 2/26/26		500.00	6-01-20-100-011	B	REGULAR S&W ADMINISTRATOR	P	395	02/26/26	02/26/26	02/26/26	
2 PAYROLL DATED 2/26/26		2,973.00	6-01-20-110-011	B	REGULAR S&W MAYOR/COUNCIL	P	395	02/26/26	02/26/26	02/26/26	
3 PAYROLL DATED 2/26/26		2,301.41	6-01-20-120-011	B	REGULAR S/W-MUNICIPAL CLERK	P	395	02/26/26	02/26/26	02/26/26	
4 PAYROLL DATED 2/26/26		2,083.66	6-01-20-140-011	B	REGULAR S&W INFO TECH	P	395	02/26/26	02/26/26	02/26/26	
5 PAYROLL DATED 2/26/26		2,802.64	6-01-20-145-011	B	REGULAR S/W TAX COLLECTOR	P	395	02/26/26	02/26/26	02/26/26	
6 PAYROLL DATED 2/26/26		1,806.36	6-01-20-150-011	B	REGULAR S/W TAX ASSESSOR	P	395	02/26/26	02/26/26	02/26/26	
7 PAYROLL DATED 2/26/26		458.48	6-01-21-180-011	B	REGULAR S/W PLANNING OFFICE	P	395	02/26/26	02/26/26	02/26/26	
8 PAYROLL DATED 2/26/26		155.89	6-01-21-185-011	B	REGULAR S/W ZONING	P	395	02/26/26	02/26/26	02/26/26	
9 PAYROLL DATED 2/26/26		4,346.33	6-01-22-195-011	B	REGULAR S/W CONSTRUCTION OFF	P	395	02/26/26	02/26/26	02/26/26	
10 PAYROLL DATED 2/26/26		126,248.52	6-01-25-240-011	B	REGULAR S/W POLICE	P	395	02/26/26	02/26/26	02/26/26	
11 PAYROLL DATED 2/26/26		4,204.50	6-01-25-240-012	B	PART-TIME	P	395	02/26/26	02/26/26	02/26/26	
12 PAYROLL DATED 2/26/26		1,519.87	6-01-25-240-014	B	OVERTIME	P	395	02/26/26	02/26/26	02/26/26	
13 PAYROLL DATED 2/26/26		2,960.00	6-01-99-903-215	B	DUE TO/ FROM DETAILED SERVICE	P	395	02/26/26	02/26/26	02/26/26	
14 PAYROLL DATED 2/26/26		153.85	6-01-25-252-011	B	EMG MGMT REG SALARY	P	395	02/26/26	02/26/26	02/26/26	
15 PAYROLL DATED 2/26/26		606.11	6-01-25-266-011	B	REGULAR S/W-FIRE SAFETY	P	395	02/26/26	02/26/26	02/26/26	
16 PAYROLL DATED 2/26/26		10,184.97	6-01-26-290-011	B	PUBLIC WORKS S & W	P	395	02/26/26	02/26/26	02/26/26	
17 PAYROLL DATED 2/26/26		50.00	6-01-28-385-195	B	ABTV	P	395	02/26/26	02/26/26	02/26/26	
18 PAYROLL DATED 2/26/26		230.77	6-01-28-370-011	B	RECREATON S & W	P	395	02/26/26	02/26/26	02/26/26	
19 PAYROLL DATED 2/26/26		3,968.16	6-01-43-490-011	B	REGULAR S/W MUN COURT	P	395	02/26/26	02/26/26	02/26/26	
20 PAYROLL DATED 2/26/26		729.75	G-02-41-701-025	B	CLEAN COMMUNTIES	P	395	02/26/26	02/26/26	02/26/26	
21 PAYROLL DATED 2/26/26		1,057.96	6-01-23-225-092	B	UNEMPLOYMENT INSURANCE	P	395	02/26/26	02/26/26	02/26/26	
22 PAYROLL DATED 2/26/26		11,863.54	6-01-36-472-199	B	SOCIAL SECURITY	P	395	02/26/26	02/26/26	02/26/26	
23 PAYROLL DATED 2/26/26		157.14	6-01-36-476-199	B	DCRP CONTRIBUTION	P	395	02/26/26	02/26/26	02/26/26	
24 PAYROLL DATED 2/26/26		12,912.08	6-05-01-100-011	B	SALARY AND WAGES	P	396	02/26/26	02/26/26	02/26/26	
25 PAYROLL DATED 2/26/26		987.77	6-05-36-472-199	B	SOCIAL SECURITY	P	396	02/26/26	02/26/26	02/26/26	
		195,262.76									

Total Purchase Orders: 1   Total P.O. Line Items: 25   Total List Amount: 195,262.76   Total Void Amount: 0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	6-01	180,633.16	0.00	0.00	180,633.16
	6-05	13,899.85	0.00	0.00	13,899.85
Year Total:		194,533.01	0.00	0.00	194,533.01
	G-02	729.75	0.00	0.00	729.75
Total Of All Funds:		195,262.76	0.00	0.00	195,262.76

P.O. Type: All   Include Project Line Items: Yes   Open: N Paid: N Void: N
Range: First to Last   Rcvd: Y Held: Y Aprv: N
Format: Detail without Line Item Notes   Bid: Y State: Y Other: Y Exempt: Y
Vendors: All   Include Non-Budgeted: Y
Rcvd Batch Id Range: First to Last

PO # / Item	PO Date / Description	Vendor	Amount	Charge Account	Contract Acct Type	PO Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00625	07/28/25	A0029 ACOMP IT SERVICES LLC									
1	CAMERA & CAMERA SERVER UPGRADE		5,500.00	5-01-20-140-098	B	CAMERAS & ACCESS CONTROL	R	07/28/25	02/25/26		1361
25-00733	09/18/25	I0019 INTERNATIONAL POINT OF SALE									
1	E-TICKET PAPER		105.00	5-01-25-240-036	B	OFFICE SUPPLIES	R	09/18/25	02/25/26		113191
26-00007	01/15/26	A0036 AMERICAN TEST CENTER, INC.									
1	ANNUAL SAFETY INSPECTION		1,100.00	6-01-25-265-026	B	MAINT EQUIPMENT	R	01/15/26	03/03/26		2260185
26-00019	01/20/26	MAJES005 Majestic Oil Company Inc.									
3	DIESEL		1,566.85	6-01-31-460-074	B	GASOLINE	R	01/20/26	03/03/26		70218
26-00031	01/20/26	H0083 HORIZON BLUE CROSS									
3	MARCH DENTAL INSURNACE		3,591.04	6-01-23-220-092	B	HEALTH INSURANCE	R	01/20/26	02/26/26		309090962
26-00032	01/20/26	V0012 VISION SERVICE PLAN (EA)									
3	MARCH 2026 VISION SERVICES		229.72	6-01-23-220-092	B	HEALTH INSURANCE	R	01/20/26	02/25/26		824648884
26-00034	01/20/26	U0021 UNITED METHODIST CHURCH									
1	SENIOR SERVICES		2,961.32	6-01-28-385-196	B	SENIOR SERVICES	R	01/20/26	03/02/26		JANUARY 2026
26-00037	01/20/26	T0096 TOSHIBA FINANCIAL SERVICES									
3	MARCH COPIER LEASE		163.35	6-01-20-100-026	B	MAINT OF EQUIPMENT	R	01/20/26	03/02/26		50378002480
26-00046	01/20/26	P0001 COLUMN SOFTWARE PBC									
4	ADVERTISING		28.68	6-01-20-120-021	B	LEGAL ADVERTISING	R	01/20/26	03/03/26		19F766EC-0086
5	ADVERTISING		23.16	6-01-20-120-021	B	LEGAL ADVERTISING	R	01/20/26	03/03/26		119F766EC-0082
6	ADVERTISING		19.48	6-01-20-120-021	B	LEGAL ADVERTISING	R	01/20/26	03/03/26		19F766EC-0083
7	ADVERTISING		35.12	6-01-20-120-021	B	LEGAL ADVERTISING	R	01/20/26	03/03/26		19F766EC-0084
8	ADVERTISING		32.36	6-01-20-120-021	B	LEGAL ADVERTISING	R	01/20/26	03/03/26		19F766EC-0087
			138.80								

PO # PO Date Vendor / Item Description	Amount	Charge Account	Contract Acct Type	PO Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
26-00057 01/21/26 F0076 F.W. WEBB COMPANY									
1 SUPPLIES	67.08	6-01-26-290-030	B	SUPPLIES	R	01/21/26	02/25/26		94781246
26-00059 01/21/26 G0041 GALLOWAY ACE HARDWARE									
2 SUPPLIES	35.99	6-01-26-290-030	B	SUPPLIES	R	01/21/26	03/02/26		008742/P
3 SUPPLIES	17.08	6-01-26-290-030	B	SUPPLIES	R	01/21/26	03/02/26		008735/P
4 SUPPLIES	12.59	6-01-26-290-030	B	SUPPLIES	R	01/21/26	03/02/26		008787/P
	65.66								
26-00068 01/22/26 BISHO005 Bishop Mechanical Services LLC									
1 REPAIRS	3,197.32	6-01-26-290-024	B	CLEANING/MAINT BUILDINGS	R	01/22/26	02/25/26		22291613
26-00072 01/26/26 J0021 JESCO, INC									
1 REPAIR & MAINTENANCE - LOADER	5,314.72	6-01-26-315-092	B	VEHICLE MAINT - PUBLIC WORKS	R	01/26/26	02/25/26		HB6691
26-00079 01/27/26 ABELS005 Abel's Cleaning Agency, LLC									
2 CLEANING SERVICES 2026	2,760.00	6-01-26-290-024	B	CLEANING/MAINT BUILDINGS	R	01/27/26	02/25/26		4130
26-00081 01/29/26 T0096 TOSHIBA FINANCIAL SERVICES									
2 COPIER LEASE - FEBRUARY	729.94	6-01-20-100-026	B	MAINT OF EQUIPMENT	R	01/29/26	02/25/26		5037741817
26-00083 01/29/26 V0012 VISION SERVICE PLAN (EA)									
2 CLAIMS - FEBRUARY	179.50	6-01-23-220-092	B	HEALTH INSURANCE	R	01/29/26	03/02/26		FEBRUARY 2026
26-00084 01/29/26 V0022 VERIZON									
2 MONTHLY BILLINGS - FEBRUARY	150.40	6-01-31-440-076	B	TELEPHONE	R	01/29/26	03/02/26		FEBRUARY 2026
26-00091 02/02/26 S0003 STC WATER TREATMENT SERVICE									
2 FEB WATER TREATMENT	104.00	6-01-26-290-024	B	CLEANING/MAINT BUILDINGS	R	02/02/26	02/25/26		FEB 2026
26-00092 02/02/26 N0091 NETWORK CONNECTIVITY, INC.									
2 BACK UP SERVICES - MARCH	3,655.74	6-01-20-140-095	B	SERVICE CONTRACTS	R	02/02/26	02/26/26		4150
26-00093 02/02/26 C0180 CASA PAYROLL SERVICES LLC									
1 PAYROLL PROCESSING 2026	227.60	6-01-20-130-029	B	OTHER CONTRACTUAL	R	02/02/26	02/25/26		1301755
26-00095 02/02/26 L0088 LEGAL AND LIABILITY RISK									
1 TRAINING - BENJAMIN MASINO	550.00	6-01-25-240-045	B	TRAINING	R	02/02/26	03/03/26		257511

PO # PO Date Vendor / Item Description	Amount	Charge Account	Contract Acct Type	PO Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
26-00104 02/02/26 S0019 SOUTH JERSEY GAS CO.									
2 NATURAL GAS	10,810.56	6-01-31-446-079	B	GAS	R	02/02/26	03/02/26		FEBRUARY 2026
26-00106 02/02/26 A0253 ATLANTIC CITY ELECTRIC									
2 ELECTRICITY - SEWER	1,576.89	6-05-01-100-071	B	ELECTRICITY	R	02/02/26	03/02/26		FEBRUARY 2026
26-00107 02/02/26 A0253 ATLANTIC CITY ELECTRIC									
2 ELECTRICITY - BOAT RAMP	35.16	T-16-56-850-801	B	RESERVE FOR BOAT RAMP	R	02/02/26	02/26/26		FEBRUARY 2026
26-00108 02/02/26 A0253 ATLANTIC CITY ELECTRIC									
2 ELECTRICITY	11,176.74	6-01-31-430-071	B	ELECTRICITY	R	02/02/26	03/03/26		FEBRUARY
26-00109 02/02/26 A0253 ATLANTIC CITY ELECTRIC									
2 STREET LIGHTING	20,525.34	6-01-31-435-071	B	STREET LIGHTING	R	02/02/26	03/02/26		FEBRUARY 2026
26-00120 02/09/26 P0001 COLUMN SOFTWARE PBC									
1 TAX SALE ADVERTISEMENTS	22.24	6-01-20-145-029	B	OTHER CONTRACTUALL ITEMS	R	02/09/26	03/03/26		19F766EC-0085
26-00121 02/09/26 L0008 NJ LEAGUE OF MUNICIPALITIES									
1 ADVERTISEMENT - CFO JOB	160.00	6-01-20-130-029	B	OTHER CONTRACTUAL	R	02/09/26	03/02/26		SD23720
26-00133 02/11/26 G0132 GCSI SECURITY GROUP									
1 FIRE ALARM INSPEC & REPAIR- PW	256.25	6-01-26-290-029	B	OTHER CONTRACTUAL ITEMS	R	02/11/26	03/02/26		363686
26-00136 02/11/26 Q0004 QUILL LLC									
1 TONER	818.27	6-01-20-120-036	B	OFFICE SUPPLIES	R	02/11/26	03/02/26		47931301
26-00139 02/11/26 W0044 WASZEN BROTHERS SANITATION INC									
2 EMERGENCY SERVICE FOR PUMPS	3,000.00	6-05-01-100-199	B	FACILITY MAINTENANCE	R	02/11/26	03/03/26		40283
26-00153 02/17/26 ANIMA005 ANIMAL CONTROL OF SOUTH JERSEY									
1 2026 ANIMAL CONTROL SVCS - FEB	750.00	6-01-27-340-028	B	ANIMAL CONTROL	R	02/17/26	03/03/26		1014
26-00156 02/18/26 E0070 ED & GENE'S KING TIRE LLC									
1 VEHICLE MAINTENANCE	33.50	6-01-26-315-090	B	VEHICLE MAINT - POLICE	R	02/18/26	03/02/26		43021
2 VEHICLE MAINTENANCE	50.00	6-01-26-315-090	B	VEHICLE MAINT - POLICE	R	02/18/26	03/02/26		43027
3 VEHICLE MAINTENANCE	930.54	6-01-26-315-090	B	VEHICLE MAINT - POLICE	R	02/18/26	03/02/26		43034

PO # PO Date Vendor / Item Description	Amount	Charge Account	Contract Acct Type	PO Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
26-00156 02/18/26 E0070 ED & GENE'S KING TIRE LLC		Continued							
4 VEHICLE MAINTENANCE	50.00	6-01-26-315-090	B	VEHICLE MAINT - POLICE	R	02/18/26	03/02/26		43067
	1,064.04								
26-00157 02/18/26 V0026 VERIZON WIRELESS									
1 MONTHLY SERVICE JANUARY 2026	1,393.39	6-01-31-440-076	B	TELEPHONE	R	02/18/26	02/25/26		63135270381
26-00159 02/25/26 G0126 GENSERVE, LLC									
1 EMERGENCY GENERATOR CALL	1,788.00	6-01-26-290-026	B	MAINT OF OTHER EQUIPT	R	02/25/26	03/02/26		0594789-IN
26-00160 02/25/26 A0005 ABSECON BOARD OF EDUCATION									
1 JANUARY SCHOOL TAX PAYABLE	1,054,848.90	6-01-99-901-201	B	SCHOOL DISTRICT TAX OE	R	02/25/26	02/25/26		JANUARY 2026
2 FEBRUARY SCHOOL TAX PAYABLE	1,054,848.93	6-01-99-901-201	B	SCHOOL DISTRICT TAX OE	R	02/25/26	02/25/26		FEBRUARY 2026
3 MARCH SCHOOL TAX PAYABLE	1,054,848.92	6-01-99-901-201	B	SCHOOL DISTRICT TAX OE	R	02/25/26	02/25/26		MARCH 2026
	3,164,546.75								
26-00162 02/25/26 F0047 FIRST CALL FIRE PREVENTION LLC									
1 SERVICE FIRE EXTINGUISHERS PD	96.00	6-01-26-290-024	B	CLEANING/MAINT BUILDINGS	R	02/25/26	02/25/26		INV-0422570
26-00163 02/25/26 T0043 TREASURER- STATE OF NEW JERSEY									
1 TIDELANDS LICENSE	100.00	T-16-56-850-801	B	RESERVE FOR BOAT RAMP	R	02/25/26	02/25/26		168122200
26-00165 02/25/26 R0007 REMINGTON & VERNICK ENGINEERS									
1 PROFESSIONAL SERVICES	279.34	DOLLGENENG	P	DOLLAR GENERAL ENGINEERING	R	02/25/26	02/25/26		0101I057-21
2 PROFESSIONAL SERVICES	50.00	DOLLGENENG	P	DOLLAR GENERAL ENGINEERING	R	02/25/26	02/25/26		0101I057-22
3 PROFESSIONAL SERVICES	350.00	DOLLGENENG	P	DOLLAR GENERAL ENGINEERING	R	02/25/26	02/25/26		0101I057-23
	679.34								
26-00168 02/26/26 L0008 NJ LEAGUE OF MUNICIPALITIES									
1 2026 MEMBERSHIP DUES	854.00	6-01-20-110-044	B	PROFESSIONAL ASSOC DUES	R	02/26/26	02/26/26		2MLK26
26-00169 02/26/26 A0003 ACUA									
1 JANUARY 2026 FUEL	3,035.28	6-01-31-460-074	B	GASOLINE	R	02/26/26	02/26/26		JANUARY 2026
2 JANUARY 2026 RECYCLING	14,358.34	6-01-32-467-029	B	RECYCLING COLLECTION	R	02/26/26	02/26/26		JANUARY 2026
3 JANUARY 2026 TIPPING FEES	55,294.66	6-01-32-465-029	B	TIPPING FEES	R	02/26/26	02/26/26		JANUARY 2026
	72,688.28								
26-00175 03/02/26 9722 ASCAP									
1 2026 LICENSE AGREEMENT	460.17	6-01-28-385-199	B	MISCELLANEOUS	R	03/02/26	03/02/26		2026

PO # PO Date Vendor / Item Description	Amount	Charge Account	Contract Acct Type	PO Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
26-00176 03/02/26 BRIAN005 BRIAN D. HEUN									
1 PROFESSIONAL SERVICES	87.50	6-01-21-180-027	B	LEGAL	R	03/02/26	03/02/26		12764
2 PROFESSIONAL SERVICES	227.50	LOEB	P	Use Variance	R	03/02/26	03/02/26		12742
3 PROFESSIONAL SERVICES	227.50	445EABSBLV	P	USE VARIANCE - SITE PLAN & VAR	R	03/02/26	03/02/26		12741
	542.50								
26-00177 03/02/26 A0081 AFTERMATH SERVICES LLC									
1 PROFESSIONAL SERVICES	300.00	6-01-20-100-026	B	MAINT OF EQUIPMENT	R	03/02/26	03/02/26		260200804
26-00179 03/02/26 E0070 ED & GENE'S KING TIRE LLC									
1 VEHICLE MAINTENANCE	398.61	6-01-26-315-093	B	VEHICLE MAINT - CONSTRUCTION	R	03/02/26	03/03/26		43064
26-00184 03/03/26 P0028 PRO-ACTIVE TERMITE									
1 PEST CONTROL - FOOTBALL	685.00	6-01-26-290-029	B	OTHER CONTRACTUAL ITEMS	R	03/03/26	03/03/26		28006
2 PEST CONTROL - BASEBALL	335.00	6-01-26-290-029	B	OTHER CONTRACTUAL ITEMS	R	03/03/26	03/03/26		28007
3 PEST CONTROL - CITY HALL	575.00	6-01-26-290-029	B	OTHER CONTRACTUAL ITEMS	R	03/03/26	03/03/26		28008
4 PEST CONTROL - FIRE HOUSE	775.00	6-01-26-290-029	B	OTHER CONTRACTUAL ITEMS	R	03/03/26	03/03/26		28009
5 PEST CONTROL - LIBRARY	440.00	6-01-26-290-029	B	OTHER CONTRACTUAL ITEMS	R	03/03/26	03/03/26		28010
	2,810.00								
26-00186 03/03/26 DELAT005 DELATLANTIC SOIL CONSERVATION									
1 PERMIT FEE	1,060.00	C-04-34-215-001	B	VARIOUS GEN CAPITAL IMPROVEMENTS	R	03/03/26	03/03/26		201 NEW RD PROJ
26-00187 03/03/26 T0096 TOSHIBA FINANCIAL SERVICES									
1 COPIER LEASE - FEBRUARY	43.07	6-01-20-100-026	B	MAINT OF EQUIPMENT	R	03/03/26	03/03/26		5037848700

Total Purchase Orders: 48 Total P.O. Line Items: 69 Total List Amount: 3,330,313.64 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	Total
	5-01	5,605.00	0.00	5,605.00	0.00	0.00	0.00	5,605.00
	6-01	3,317,802.25	0.00	3,317,802.25	0.00	0.00	0.00	3,317,802.25
	6-05	4,576.89	0.00	4,576.89	0.00	0.00	0.00	4,576.89
	6-24	0.00	0.00	0.00	0.00	0.00	1,134.34	1,134.34
Year Total:		3,322,379.14	0.00	3,322,379.14	0.00	0.00	1,134.34	3,323,513.48
	C-04	1,060.00	0.00	1,060.00	0.00	0.00	0.00	1,060.00
RECREATION TRUST	T-16	135.16	0.00	135.16	0.00	0.00	0.00	135.16
Total Of All Funds:		3,329,179.30	0.00	3,329,179.30	0.00	0.00	1,134.34	3,330,313.64

Project Description	Project No.	Rcvd Total	Held Total	Project Total
USE VARIANCE - SITE PLAN & VAR	445EABSBLV	227.50	0.00	227.50
DOLLAR GENERAL ENGINEERING	DOLLGENENG	679.34	0.00	679.34
Use Variance	LOEB	227.50	0.00	227.50
Total Of All Projects:		1,134.34	0.00	1,134.34