

**AGENDA  
COUNCIL MEETING  
MARCH 4, 2026**

**140 NORTH BROADWAY  
SOUTH AMBOY, NJ 08879**

**6:00 P.M.**

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1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT
2. OPENING PRAYER AND SALUTE TO THE FLAG
3. ROLL CALL: CONRAD\_\_\_\_\_, DATO\_\_\_\_\_, LENAHAN\_\_\_\_\_, REILLY\_\_\_\_\_, GROSS\_\_\_\_\_
4. CERTIFICATION OF MEETING BY CITY CLERK

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**CONSENT AGENDA:**

The following items are considered to be routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items unless a Council member so requests. In this event, the item will be removed from the Consent Agenda and considered in the normal sequence of the Agenda.

**MOVED by:** \_\_\_\_\_ of the Council of the City of South Amboy, that Resolution NO. 26-072 through NO. 26-074 are hereby approved. **SECONDED by:** \_\_\_\_\_. **ROLL CALL VOTE:**

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|------------|--|
| NO. 26-072 | RESOLUTION SUPPORTING A DETOUR PLAN PROPOSED BY THE NEW JERSEY TURNPIKE AUTHORITY FOR IMPROVEMENTS TO GARDEN STATE PARKWAY DRAINAGE REPAIRS AT MILE POSTS 120.6 TO 123.6 |
| NO. 26-073 | RESOLUTION APPROVING CHANGE ORDER NO. 8 FOR FERRY TERMINAL SITE IMPROVEMENTS- C-04-23-002-001 - KYLE CONTI CONSTRUCTION, LLC   |
| NO. 26-074 | A RESOLUTION RECOGNIZING RECEIPT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR PROGRAM YEAR 2025-2026  |

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**RESOLUTIONS:**

**RESOLUTION NO. 26-075**

**APPROVAL AND RELEASE OF MINUTES**

**BE IT RESOLVED,** that the City Council of the City of South Amboy does hereby approve and release the Council Minutes of the February 18, 2026 Council Meeting.

**MOVED by:** \_\_\_\_\_ of the Council of the City of South Amboy, that Resolution No. 26-075 is hereby approved. **SECONDED by:** \_\_\_\_\_ **ROLL CALL VOTE:**

**RESOLUTION NO. 26-076**

**APPROVAL OF BILL LIST**

**BE IT RESOLVED**, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated February 26, 2026, as presented by the Chief Financial Officer.

**BE IT FURTHER RESOLVED**, that the bill list be appended to the official minutes.

**MOVED by:** \_\_\_\_\_ of the Council of the City of South Amboy, that Resolution No. 26-076 is hereby approved. **SECONDED by:** \_\_\_\_\_. **ROLL CALL VOTE:**

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**ORDINANCES:**

**INTRODUCTION/FIRST READING**

**ORDINANCE 2026-05**

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

**MOVED by:** \_\_\_\_\_, that Ordinance #2026-05 be introduced on first reading and advertised for second reading which is scheduled for the April 1, 2026 meeting.

**SECONDED by:** \_\_\_\_\_, **ROLL CALL VOTE:**

**INTRODUCTION/FIRST READING**

**ORDINANCE 2026-06**

ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY AUTHORIZING EXECUTION OF AMENDED FINANCIAL AGREEMENT WITH MANHATTAN BEACH PHASE 1 URBAN RENEWAL LLC

**MOVED by:** \_\_\_\_\_, that Ordinance #2026-06 be introduced on first reading and advertised for second reading which is scheduled for the April 1, 2026 meeting.

**SECONDED by:** \_\_\_\_\_, **ROLL CALL VOTE:**

**ADOPTION/SECOND READING**

**ORDINANCE 2026-04**

AN ORDINANCE OF THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX, NEW JERSEY, ESTABLISHING AFFORDABLE HOUSING PROGRAM REQUIREMENTS AND ADOPTING REGULATIONS GOVERNING THE ADMINISTRATION OF VERY LOW-, LOW-, AND MODERATE-INCOME HOUSING UNITS

**MOVED by:** \_\_\_\_\_, of the Council of the City of South Amboy, that Ordinance #2026-04 is hereby adopted. **SECONDED by:** \_\_\_\_\_, **ROLL CALL VOTE:**

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**COMMENTS:**

**PUBLIC COMMENTS:**

**ADJOURNMENT:**

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-072  
RESOLUTION SUPPORTING A DETOUR PLAN PROPOSED BY THE NEW JERSEY  
TURNPIKE AUTHORITY FOR IMPROVEMENTS TO GARDEN STATE PARKWAY  
DRAINAGE REPAIRS AT MILE POSTS 120.6 TO 123.6**

**WHEREAS**, the New Jersey Turnpike Authority (NJTA) has contracted with Michael Baker International, Inc. (Michael Baker) to advance drainage repairs on NJTA's drainage Infrastructure on the Garden State Parkway (Parkway) from milepost 120.6 to 123.6.; and

**WHEREAS**, Traffic control will be installed for the Contractor to gain access to the drainage infrastructure for repairs with some locations requiring a full-nightly detour of ramps to and from the Parkway. Michael Baker is coordinating with the necessary Municipalities, Counties, and local agencies that are affected by each detour. Listed in the documents provided is the proposed ramp closure and detour anticipated to be required to perform the work activities in Contract No. P200.828 within the City of South Amboy; and County of Middlesex New Jersey for the City to review a copy of which is attached hereto and made part hereof; and

**WHEREAS**, all proposed work under Contract No. P200.828 is scheduled between May 2026 and May 2027. At each location, one to two nights will allow the contractor reasonable time to complete the proposed work; and

**WHEREAS**, City Engineer Mark Rasimowicz, PE, PP has reviewed the proposed staging and detour and has had the opportunity to provide comments. City Engineer has reviewed all of the documents forwarded to the City and is requesting the City Council to approve the plan; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Detour Plan associated with the project entitled "Contract No. P200.828" is hereby approved.

**BE IT FURTHER RESOLVED** that a copy of the Detour Plan is on file at the Engineering Office and the Office of the City Clerk.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 4, 2026.

\_\_\_\_\_  
Katie Rose Walenty  
Acting Municipal Clerk

	<i><b>Moved</b></i>	<i><b>Seconded</b></i>	<i><b>Ayes</b></i>	<i><b>Nays</b></i>	<i><b>Absent</b></i>	<i><b>Abstain</b></i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

September 4, 2025

Ms. Deborah Brooks  
Township Clerk  
South Amboy Township City Hall  
140 North Broadway  
South Amboy, NJ 08879

**Subject: New Jersey Turnpike Authority Contract No. P200.828  
Drainage Repairs –  
Garden State Parkway Milepost 120.6 to 123.6  
Detour of Garden State Parkway Ramp 120NBOX**

Dear Ms. Brooks:

The New Jersey Turnpike Authority (NJTA) has contracted Michael Baker International, Inc. (Michael Baker) to advance drainage repairs on NJTA's drainage infrastructure on the Garden State Parkway (Parkway) from Milepost 120.6 to 123.6.

Traffic control will be installed for the Contractor to gain access to the drainage infrastructure for repairs with some locations requiring a full-nightly detour of ramps to and from the Parkway. Michael Baker is coordinating with the necessary Municipalities, Counties, and local agencies that are affected by each detour. Listed below is the proposed ramp closure and detour anticipated to be required to perform the work activities in Contract No. P200.828 within South Amboy Township.

Detour of Parkway Ramp 120NBOX utilizing NJ Route 35

The drainage infrastructure located on Ramp 120NBOX (Parkway Northbound Local Roadway to Matawan Road (CR 626)) is within the contract limits. To gain access to Ramp 120NBOX, we are proposing a full-nightly detour which will direct traffic on the Parkway Northbound Local Roadway to continue to Interchange 125. Utilizing Ramp 125NBOX, traffic will make a right turn onto Chevalier Avenue then a right turn onto the US 9 / NJ Route 35 Southbound. Traffic will continue Southbound on US 9 / NJ Route 35 to the Laurence Parkway (CR 626) Intersection. Traffic will make a right turn onto Laurence Parkway (CR 626) and continue onto Matawan Road (CR 626). The proposed Ramp 120NBOX detour route has been provided on sheet MPT-8.

The following items are enclosed with this letter for your review:

- Contract No. P200.828, General Notes and MPT Tables sheets (MPT-1 through MPT-3);
- Contract No. P200.828, Sign Details and PVMS Notes sheet (MPT-5);
- Contract No. P200.828, Ramp 120NBOX Detour Plans and Details (MPT-8);
- NJDOT Standard Traffic Control Plan, General Note and Details Sheets (TCD-1 and TCD-2);
- NJTA Standard Specifications, Section 803 – State, County and Local Roadways;

All proposed work under Contract No. P200.828 is scheduled between May 2026 and May 2027. At each location, one to two nights will allow the contractor reasonable time to complete the proposed work.

Please review the proposed staging and detour and provide us your comments by September 25, 2025. As part of your review, please include the following pertinent information:

- Note the appropriate contact information for inclusion in the Contract Documents;
- Note any known construction contracts in the vicinity that may conflict with our proposed work;
- Note any sensitive non-residential facilities (schools, fire stations, bus routes, etc.) or any other local concern that may be impacted by this work;
- Note permissible nightly detour hours;
- Note any permit/insurance requirements pertaining to roadway access for work within your Right-Of-Way.

Please contact Giovanni Koleshnick, by phone at 732-882-5888 or by email if preferred at [Giovanni.koleshnick@mbakerintl.com](mailto:Giovanni.koleshnick@mbakerintl.com), if you have any questions.

Very truly yours,

**MICHAEL BAKER INTERNATIONAL, INC.**



Nirav V. Shah, P.E.  
Project Manager

cc: Anthony Emma, NJTA

Also notified with comments solicited:

Lieutenant Steve Clark, South Amboy Township Police  
Sergeant Brian Braile, Sayreville Borough Police  
Jessica Morelos, Sayreville City Clerk  
Nicole Shapiro, Old Bridge Township Engineer  
Chief Joseph P. Mandola, Jr., Old Bridge Township Police  
Regina Kaeser, Matawan-Aberdeen Regional School District  
Sergeant Brian Alberti, Aberdeen Township Police  
Chief Brian Stitzel, Laurence Harbor Fire Department  
Edward Kuchie, Middlesex County Engineer  
Bryan Russel, Aberdeen Township Manager  
Ryan Gajdzisz P.E., Monmouth County Engineer

Enclosure

**GENERAL MPT NOTES:**

- ALL LANE AND SHOULDER CLOSINGS OR SLOWDOWNS SHALL BE APPROVED BY THE NJTA OPERATIONS DEPARTMENT AND INSTALLED, MAINTAINED AND REMOVED BY THE CONTRACTOR IN ACCORDANCE WITH SUBSECTION 80.1 OF THE SUPPLEMENTARY SPECIFICATIONS, MAINTENANCE AND PROTECTION IN WORK ZONES (MANUAL), THE NJTA MANUAL OF PLANS AND THE MOST CURRENT VERSION OF THE NEW JERSEY TURNPIKE AUTHORITY MANUAL FOR TRAFFIC CONTROL IN WORK ZONES (MANUAL). THE NJTA MANUAL IS AVAILABLE AT: <http://www.njta.gov/business-hub/professional-services/engineering-manuals/> UNDER THE PROCEDURES MANUAL, FOLLOW THE LINK TITLED "TRAFFIC MANUAL".
- THE CONTRACTOR SHALL SUBMIT A PLAN OF OPERATIONS AND CONSTRUCTION SCHEDULE ASSOCIATING FOR THE RESPONSIBLE LANE CLOSURES TO BE USED IN THE CONTRACT DOCUMENTS OR THE NJTA MANUAL FOR TRAFFIC CONTROL IN WORK ZONES FOR THE VARIOUS TASKS THAT REQUIRE LANE CLOSURES. SEPARATE PAYMENT WILL BE MADE FOR THE OPERATION PLANS OR CONSTRUCTION SCHEDULE. COST TO BE INCLUDED IN THE PRICE BID FOR PAY ITEM "FURNISHING TRAFFIC CONTROL DEVICES".
- THE LOCATIONS OF THE ILLUMINATED FLASHING ARROW BOARDS MAY BE MODIFIED TO ADJUST FOR VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY OR TO POSITION AT A SECURE LOCATION AS APPROVED BY THE ENGINEER.
- PRIOR TO ANY CONSTRUCTION ACTIVITY, TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN PLACE.
- LANE CLOSING SIGNS AND TRAFFIC CONTROL DEVICES SHALL NOT REMAIN IN PLACE WHEN ACTIVE LANE CLOSURES HAVE BEEN REMOVED. THE ERECTION/REMOVAL OF LANE CLOSING SIGNS MUST TAKE PLACE IMMEDIATELY PRIOR TO UPON INSTALLATION AND IMMEDIATELY FOLLOWING UPON REMOVAL OF THE RESPECTIVE TASK.
- INSTALLATION OF TEMPORARILY RELOCATED SIGNS SHALL BE IN ACCORDANCE WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS DIRECTED BY THE ENGINEER.
- ALL TRAFFIC CONTROL DEVICES, INCLUDING ADVANCE WARNING SIGNS, CONES, ETC. AND TAPER LENGTHS SHALL BE INSTALLED AS SHOWN ON THE PLANS. IF CONFLICTS ARISE BETWEEN ADJACENT CONTRACTS, OR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY, THE CONTRACTOR SHALL, UNDER THE DIRECTION OF THE ENGINEER OR NJTA OPERATIONS, ADJUST TRAFFIC CONTROL DEVICES, DISTANCES AND/OR TAPER LENGTHS AS NECESSARY.
- FOR ALL WORK AREAS NOT BEING GUIDE RAIL OR CONCRETE BARRIER, A MINIMUM THIRTY (30) FOOT CLEAR ZONE MEASURED TO THE EDGE OF TRAVELED WAY SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
- ALL DRAINAGE MUST BE MAINTAINED DURING CONSTRUCTION. ALL COSTS ASSOCIATED WITH MAINTAINING DRAINAGE TO BE INCLUDED IN THE PRICE BID FOR THE VARIOUS DRAINAGE ITEMS. TEMPORARY DRAINAGE INSTALLATION SHALL BE PROTECTED BY BESC DEVICES AS REQUIRED OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR MUST PROVIDE THE ENGINEER WITH 48-HOUR NOTICE PRIOR TO THE COMMENCEMENT OF SOIL DISTURBING ACTIVITIES SO THAT THE ENGINEER HAS ENOUGH TIME TO PROPERLY NOTIFY THE APPLICABLE COUNTY SOIL CONSERVATION DISTRICTS.
- THE MANUAL MAINTENANCE ARE WIDTH SHALL BE ELEVEN (11) FEET. LANE WIDTH IS DEFINED AS THE WIDTH FROM THE EDGE OF TRAFFIC CONTROL DEVICE TO CENTER OF PAVEMENT MARKING. ALL WIDTHS ARE SUBJECT TO THE APPROVAL OF THE ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN MILE MARKERS AND ALL TENTH-OF-A MILE MARKERS DURING ALL STAGES OF CONSTRUCTION.
- CONSTRUCTION SIGNS, INCLUDING DIRECTIONAL, WARNING AND REGULATORY SIGNS, USED ALONG AUTHORITY OWNED ROADWAYS AND RAMPS SHALL CONFORM TO NJTA STANDARD DRAWINGS TP-19 AND TP-20.
- ALL EXISTING ROAD SIGNS, PAVEMENT MARKINGS, AND/OR FLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE PROPOSED TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED, OR RELOCATED AS DIRECTED BY THE ENGINEER. IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 80.1.03.05, SIGN COVERS, FOR THE NON-REFLECTIVE OPaque AND EASY TO INSTALL AND REMOVE THE USE OF PLASTIC BAGS WITH DUCT TAPE OR SIMILAR METHOD IS PROHIBITED. COVERS FOR SIGNS SHALL BE SECURELY FASTENED FROM TOP TO BOTTOM TO PREVENT THE COVER FROM BEING BLOWN ASIDE BY WIND.
- ALL EXCAVATED AREAS ADJACENT TO THE ROADWAY SHALL BE BACK FILLED AND SLOPED PRIOR TO THE END OF EACH WORK DAY. OTHER EXCAVATED AREAS WITHIN THE CLEAR ZONE ARE TO BE EITHER BACK FILLED OR SHIELDED BY PRECAST CONCRETE CONSTRUCTION BARRIER SET TEMPORARILY IN PLACE TO PROTECT VEHICULAR AND/OR PEDESTRIAN TRAFFIC, UNLESS OTHERWISE PROTECTED BY EXISTING BARRIER.
- THE INSTALLATION AND REMOVAL OF CONSTRUCTION ACCESS DRIVEWAYS SHALL BE PERFORMED UTILIZING LANE OR SHOULDER CLOSINGS AS PER THE MPT CLOSURE TABLES.
- DO NOT BOLT TEMPORARY SIGNS TO EXISTING PAVEMENT, UTILIZE STAND OR BARRIER MOUNTING DETAILS.
- ANY WORK THAT WILL BE WITHIN THREE (3) FEET OF THE TRAVELED WAY AND NOT BE BEHIND A BARRIER SHALL BE PERFORMED UNDER AN OFF-PEAK SUPPLEMENTARY LANE CLOSING IN ACCORDANCE WITH THE MANUAL. WHEN A SUPPLEMENTARY CLOSING IS NOT PERMITTED, THIS WORK SHALL BE PERFORMED WITH THE USE OF A SUPPLEMENTAL STATE POLICE TRAFFIC PATROL OR STATE POLICE ASSISTED SLOWDOWNS, IN ACCORDANCE WITH SUBSECTION 80.1.03 OF THE SPECIFICATIONS.
- CONTRACTOR SHALL RESTORE ALL GUIDE RAIL OPENINGS NOT PROTECTED BY PRECAST CONCRETE CONSTRUCTION BARRIER BACK TO EXISTING CONDITION WHENEVER ACTIVE WORK IS NOT BEING PERFORMED. CONTRACTOR CAN RESET PRECAST CONCRETE CONSTRUCTION BARRIER TO GAIN ACCESS WHILE ACTIVE WORK IS BEING PERFORMED. CONTRACTOR SHALL RESTORE ALL OPENINGS TO EXISTING CONDITION IMMEDIATELY UPON COMPLETION OF WORK. ALL WORKING HOURS COSTS ASSOCIATED WITH PRECAST CONCRETE CONSTRUCTION BARRIER SHALL BE RESTORED BACK TO THE BUILT CLASS ALL DURING NON-WORKING HOURS. COSTS ASSOCIATED WITH THE LUMP SUM BID PRICE FOR PAY ITEM "FURNISHING TRAFFIC CONTROL DEVICES".
- TEMPORARY IMPACT ATTENUATOR SYSTEMS SHALL BE INSTALLED TO PROTECT THE APPROACH SIDES OF OBSTRUCTIONS IN THE ABSENCE OF GUIDE RAIL OR OTHER PERMANENT PROTECTION DEVICES DURING CONSTRUCTION.
- CONSTRUCTION ACCESS AND EGRESS POINTS SHALL BE IN ACCORDANCE WITH THE CONTRACT PLANS OR AS APPROVED BY THE ENGINEER.
- TRUCK MOUNTED ATTENUATOR (TMA) STORM DRAINS WILL BE PERMITTED ONLY FOR THE AMOUNT IN WHICH THE CONTRACTOR CAN INSTALL THE STORM DRAIN AND BACK FILL IN DRAIN SHALL BE CAPPED OR COLLARED. ANY AREA WHERE TRENCH OPENINGS FOR PIPES REMAIN OPEN OVERNIGHT OR ADJACENT TO ROADWAYS OPEN TO TRAFFIC, THE TRAFFIC ON SUCH ROADWAYS SHALL BE ADEQUATELY MAINTAINED AND PROTECTED TO THE SATISFACTION OF THE ENGINEER. NO SEPARATE PAYMENT FOR FURNISHING, ROADWAYS OPEN TO TRAFFIC WILL BE MADE.
- THE CONTRACTOR IS ADVISED THAT THE PROJECT WORK LOCATIONS ARE ALL ACTIVE NJTA DRAINAGE INFRASTRUCTURE. NJTA MAINTENANCE OPERATIONS SHALL TAKE PRECEDENCE OVER CONTRACTOR'S OPERATIONS AND ACCESS TO EXISTING DRAINAGE INFRASTRUCTURE SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION OPERATIONS WITH THE NJTA AS NECESSARY IF ACCESS TO DRAINAGE INFRASTRUCTURE WITHIN A SPECIFIC WORK ZONE IS REQUIRED FOR CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING DRAINAGE INFRASTRUCTURE WITHIN THE PROJECT WORK ZONE TO MAINTAIN NJTA MAINTENANCE OPERATIONS AND ALL COSTS THEREOF SHALL BE INCIDENTAL TO THE PROPOSED ITEMS OF WORK.
- THE CONTRACTOR IS ADVISED THAT THE WORK ZONES UNDER THE CONTRACT FOR NEW INFRASTRUCTURE AND THAT THE USE OF LONG-TERM WORK ZONES IS SUBJECT TO THE APPROVAL OF THE ENGINEER. IT IS ANTICIPATED THAT ALL OF THE PROPOSED WORK AREAS TO BE OPEN TO PEDESTRIAN AND VEHICULAR CLOSINGS, UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS. IF FOR ANY CASE THE CONTRACTOR DEEMS THE NEED FOR ADDITIONAL MAINTENANCE AND SHOULDER CLOSURES, THE CONTRACTOR SHALL SUBMIT A REQUEST FOR APPROVAL TO THE ENGINEER. THE REQUEST SHALL INCLUDE THE NEED FOR ADDITIONAL MAINTENANCE AND SHOULDER CLOSURES, THE LUMP SUM BID PRICE FOR PAY ITEM "FURNISHING TRAFFIC CONTROL DEVICES".

- EXCAVATED MATERIAL WILL BE REUSED TO ESTABLISH SITE TO PRE-CONSTRUCTION AND PROPOSED CONDITIONS. STOPPING WITHIN THE LIMIT OF DISTURBANCE WHILE MAINTENANCE AND PROTECTION OF TRAFFIC IS NOT IN PLACE SHALL ONLY BE PERMITTED IF APPROVED BY THE ENGINEER AND NJTA. MATERIAL MAY NEED TO BE STOCKPILED FOR FUTURE REUSE OFFSITE. ALL COSTS SHALL BE INCLUDED AS PART OF THE VARIOUS PROPOSED ITEMS OF WORK.
- CONTRACTOR SHALL CLEAN AND MAINTAIN THE EXISTING SHOULDER PAVEMENTS AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL KEEP ROADWAY PAVEMENT WITHIN THE PROJECT LIMITS FREE OF CONSTRUCTION ACCESS DRIVEWAY STONE AND OTHER DEBRIS. NO SEPARATE PAYMENT SHALL BE MADE FOR CLEANING SHOULDERS AND ALL COSTS THEREOF SHALL BE INCLUDED UNDER THE PAY ITEM "FURNISHING TRAFFIC CONTROL DEVICES".
- THE CONTRACTOR SHALL NOT STOP OR SLOW TRAFFIC ON THE GARDEN STATE PARKWAY MAINLINE TO FACILITATE OR ALLOW INGRESS OR EGRESS AT/TO THE WORK AREAS.
- THE CONTRACTOR IS RESPONSIBLE FOR RESOLVING ALL ADVANCED WARNING SIGN CONFLICTS BETWEEN ADJACENT WORK AREAS WHEN CONCURRENT WORK IS PROPOSED. CHANGES TO THE ADVANCED WARNING SIGN LAYOUT SHOWN ON THE PLANS MUST BE APPROVED BY NJTA OPERATIONS.
- CONTRACTOR IS PERMITTED TO USE SHORT-TERM SIMULTANEOUS SHOULDER OR LANE CLOSINGS ON OPPOSITE SIDES OF A BIFURCATED ROADWAY TO PERFORM THE DRAINAGE IMPROVEMENTS WITHIN THE ALLOWABLE CLOSURE HOURS (E.G. NB/L LEFT SHOULDER CLOSURE AND NB/R RIGHT SHOULDER CLOSURE).
- CONTRACTOR SHALL COVER THE EXISTING SIGNS AS INDICATED ON PLAN OR AS NECESSARY PRIOR TO INSTALLING THE MPT DEVICES AND COMMENCING WORK. SIGNS SHALL BE UNCOVERED WITHIN THE SAME SHIFT, AFTER REMOVING THE MPT DEVICES.
- CONSTRUCTION WARNING SIGN WMTA99P-2 SHALL BE INSTALLED EVERY HALF MILE ALONG THE CLOSED LANE OF ALL LANE AND SHOULDER CLOSURES OF ONE HALF MILE OR MORE.

**MPT LEGEND**

- CONSTRUCTION SIGN
- TRAFFIC CONE AT 10' O.C. SPACING AS SHOWN ON PLANS
- TRAFFIC CONE AT 20' OR 25' O.C. SPACING AS SHOWN ON PLANS
- TRAFFIC CONE AT 45' O.C. SPACING AS SHOWN ON PLANS
- TRAFFIC CONE AT 80' O.C. SPACING AS SHOWN ON PLANS
- DIRECTION OF TRAFFIC FLOW (PROPOSED)
- DIRECTION OF TRAFFIC FLOW (EXISTING)
- TRUCK MOUNTED ATTENUATOR (TMA)
- TMA WITH MOUNTED FLASHING ARROW BOARD (NOTE PROPER ARROW OR BAR ON PLAN)
- 4' X 8' FLASHING ARROW BOARD
- PORTABLE VARIABLE MESSAGE SIGN
- SIGN DESCRIPTION
- SIGN DIMENSION
- WORK AREA WORK TO BE PERFORMED WITHIN STAGED

NEW JERSEY TURNPIKE AUTHORITY  
**GARDEN STATE PARKWAY**  
 CONTRACT NO. P200.828  
 DRAINAGE REPAIRS  
 MILEPOST 120.6 TO 123.6

MAINTENANCE AND PROTECTION OF TRAFFIC  
 GENERAL NOTES AND LEGEND

REV.	DESCRIPTION	DATE	BY	CHK.

BY	DATE

WMTA99P-2	AB	0209		
WMTA99P-2	AB	0209		
WMTA99P-2	AB	0209		
WMTA99P-2	AB	0209		

DATE	TIME	SCALE
8/20/2024	13:31:12	70

MICHAEL BAKER INTERNATIONAL, INC.  
 CERTIFICATE OF AUTHORIZATION NO. 2404034780  
 NISAVY, SHAH, P.E.  
 FILE NAME: P200\_828\_PD\_0008.SHT

**GARDEN STATE PARKWAY**  
NEW JERSEY TURNPIKE AUTHORITY  
CONTRACT NO. P2100.828  
DRAINAGE REPAIRS  
MILEPOST 120.6 TO 123.6

MAINTENANCE AND PROTECTION OF TRAFFIC  
CLOSURE TABLES -1-

LOCATION	TAPER	WORK AREA	RESUME	ROADWAY	NUMBER OF EXISTING LINES	LANES TO REMAIN OPEN	DRAWING TO FOLLOW	CLOSURE TYPE	DAY	START TIME	FINISH TIME
1A	121.5	122.6	122.7	GARDEN STATE PARKWAY NBD	3	2	TP-2	LEFT LANE CLOSURE	SEE NOTE 1		
1B	122.9	122.4	122.4	GARDEN STATE PARKWAY SBI	3	2	TP-1	RIGHT LANE CLOSURE	SEE NOTE 1		
2	120.1 120.2 119.4 / 120.2	OFF RAMP	EDR	RAMP 120BOX	1	0	MPT-10	RAMP CLOSURE (MAXIMUM OF THREE (3) CLOSURES)	MONDAY - THURSDAY FRIDAY	1000 PM 1000 PM	500 AM 500 AM
3	120.1 120.1	121.2-121.3	121.4	GARDEN STATE PARKWAY NBD	3	3	TP-1	RIGHT LANE CLOSURE	SEE NOTE 1		
4	119.4 / 120.1 121.3 121.8	121.4-121.5	121.6	GARDEN STATE PARKWAY NBI	3	1	TP-2	MULTIPLE RIGHT LANE CLOSING	SEE NOTE 1		
5	121.7	121.7	121.8	GARDEN STATE PARKWAY SBI	3	2	TP-1	MULTIPLE LEFT LANE CLOSING	SEE NOTE 1		
6	121.5 119.4 / 120.2 120.2 / 121.5 121.8	121.9-122	122.1	GARDEN STATE PARKWAY NBD	3	2	MPT-17	RIGHT LANE CLOSURE LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP AND LANE CLOSURE THROUGH PARALLEL EXIT RAMP	SEE NOTE 1		
7	121.5 120.1 / 121.5 120.1 / 121.6 121.9	122-122.1	122.2	GARDEN STATE PARKWAY NBI	3	2	MPT-18	MULTIPLE RIGHT LANE CLOSING LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP AND LANE CLOSURE THROUGH PARALLEL EXIT RAMP	SEE NOTE 1		
8	121.5	122.3-122.5	122.6	GARDEN STATE PARKWAY NBD	3	2	TP-2	LEFT LANE CLOSURE	SEE NOTE 1		
9	121.7 122.8	122.4	122.5	GARDEN STATE PARKWAY NBI	3	2	TP-2	LEFT LANE CLOSURE	SEE NOTE 1		
10	122.5 121.5 / 122.5 121.5 / 122.5	122.9	123	GARDEN STATE PARKWAY NBD	3	1	TP-3	MULTIPLE RIGHT LANE CLOSING	SEE NOTE 1		
11	122.4 121.5 / 122.4 121.7 / 122.4 122.9	123	123.1	GARDEN STATE PARKWAY NBI	3	2	TP-1	RIGHT LANE CLOSURE	SEE NOTE 1		
12	123.8	123	122.9	GARDEN STATE PARKWAY SBI	3	2	MPT-14	RIGHT LANE CLOSURE LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
13	122.9 122.5 / 122.9	123.3	123.4	GARDEN STATE PARKWAY NBD	3	2	TP-2	RIGHT LANE CLOSURE	SEE NOTE 1		
							TP-3	MULTIPLE RIGHT LANE CLOSING			
							TP-4	MULTIPLE LEFT LANE CLOSING			

MPT TABLE NOTES:  
1. FOR ALLOWABLE CLOSURE HOURS, REFER TO THE NJTA MANUAL FOR TRAFFIC CONTROL IN WORK ZONES, TABLE LC-P-20 TO TABLE LC-P-21.

BY	DATE	CHK	DATE	CHK	DATE	CHK
MADE	02/25	TRKED	02/25	CHECKED	02/25	SUPERVISED

LOCATION	TAPER	WORK AREA	RESUME	ROADWAY	NUMBER OF EXISTING LANES	LANES TO REMAIN OPEN	DRAINING TO FOLLOW	CLOSURE TYPE	DAY	START TIME	FINISH TIME
14	122.9	123.3	123.4	GARDEN STATE PARKWAY SBI	3	2	TP-1	RIGHT LANE CLOSURE	SEE NOTE 1		
	122.4 / 122.9							MULTIPLE RIGHT LANE CLOSING			
	123.3							MULTIPLE LEFT LANE CLOSING			
	123.1							SUPPLEMENTAL RIGHT SHOULDER CLOSURE			
15	123.8	123.3	123.2	GARDEN STATE PARKWAY SBI	3	2	MPT-14	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	124.2							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	124.2							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	126.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
16	124.2	123	122.9	GARDEN STATE PARKWAY SBO	3	2	MPT-15	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	126.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	125 / 124.2							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	126.1 / 123.8							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
17	123.8	123.3	123.2	GARDEN STATE PARKWAY SBI	3	2	MPT-16	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	124.2							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	124.2							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	126.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
18	124.2	123.3	122.8	GARDEN STATE PARKWAY SBO	3	2	MPT-17	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	123.8							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	122.9							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	122.7							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
19	122.7	121.8	121.7	GARDEN STATE PARKWAY SBO	3	2	MPT-18	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	122.5							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	122.3							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	122.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
20	122.3 / 122.5	121.7	121.7	GARDEN STATE PARKWAY SBI	3	2	MPT-19	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	122.7							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	123.1 / 122.7							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	122.7							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
21	121.8	121.7	121.6	GARDEN STATE PARKWAY SBO	3	2	MPT-20	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	122.3							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.7							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.5							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
22	122.7	121.8	121.5	GARDEN STATE PARKWAY SBI	3	2	MPT-21	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	122.5							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	122.3							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	122.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
23	122.4	121.5	121.4	GARDEN STATE PARKWAY SBI	3	2	MPT-22	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	122.2							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	122.0							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.8							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
24	122.7 / 122.3	121.4	121.3	GARDEN STATE PARKWAY SBO	3	2	MPT-23	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	122.5							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	122.3							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	122.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
25	122.3	121.3	121.2	GARDEN STATE PARKWAY SBI	3	2	MPT-24	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	122.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.9							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.7							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
26	122.3	121.3	121.2	GARDEN STATE PARKWAY SBO	3	2	MPT-25	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	122.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.9							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.7							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
27	122.4	121.2	121.1	RAMP 120SBOE	1	0	MPT-26	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	122.2							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	122.0							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.8							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
28	121.5	121.1	120.9	GARDEN STATE PARKWAY SBI	3	2	MPT-27	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	121.3							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	120.9							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
29	121.5	121.1	120.9	GARDEN STATE PARKWAY SBI	3	2	MPT-28	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	121.3							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	120.9							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
30	122.3 / 121.5	120.9	120.8	GARDEN STATE PARKWAY SBI	3	2	MPT-29	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	122.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.9							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.7							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
31	121.5	120.8	120.7	RAMP 120SBOE	1	0	MPT-30	LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP	SEE NOTE 1		
	121.3							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	121.1							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			
	120.9							LANE CLOSURE THROUGH PARALLEL ENTRANCE RAMP			

**MT-TABLE NOTES:**

1. FOR ALLOWABLE CLOSURE HOURS, REFER TO THE NATA MANUAL FOR TRAFFIC CONTROL IN WORK ZONES, TABLE LC-P-20 TO TABLE LC-P-21.

BY	DATE
MADE	02/09
CHECKED	02/09
SUPERVISED	02/09

**GARDEN STATE PARKWAY**  
 NEW JERSEY TURNPIKE AUTHORITY  
 CONTRACT NO. P200.828  
 DRAINAGE REPAIRS  
 MILEPOST 120.6 TO 123.6  
 MAINTENANCE AND PROTECTION OF TRAFFIC  
 CLOSURE TABLES -2-

SCALE: NONE  
 DATE: FEBRUARY 2026

REV.	DESCRIPTION	DATE	BY	CHK.

REV.	DESCRIPTION	DATE	BY	CHK.

REV.	DESCRIPTION	DATE	BY	CHK.

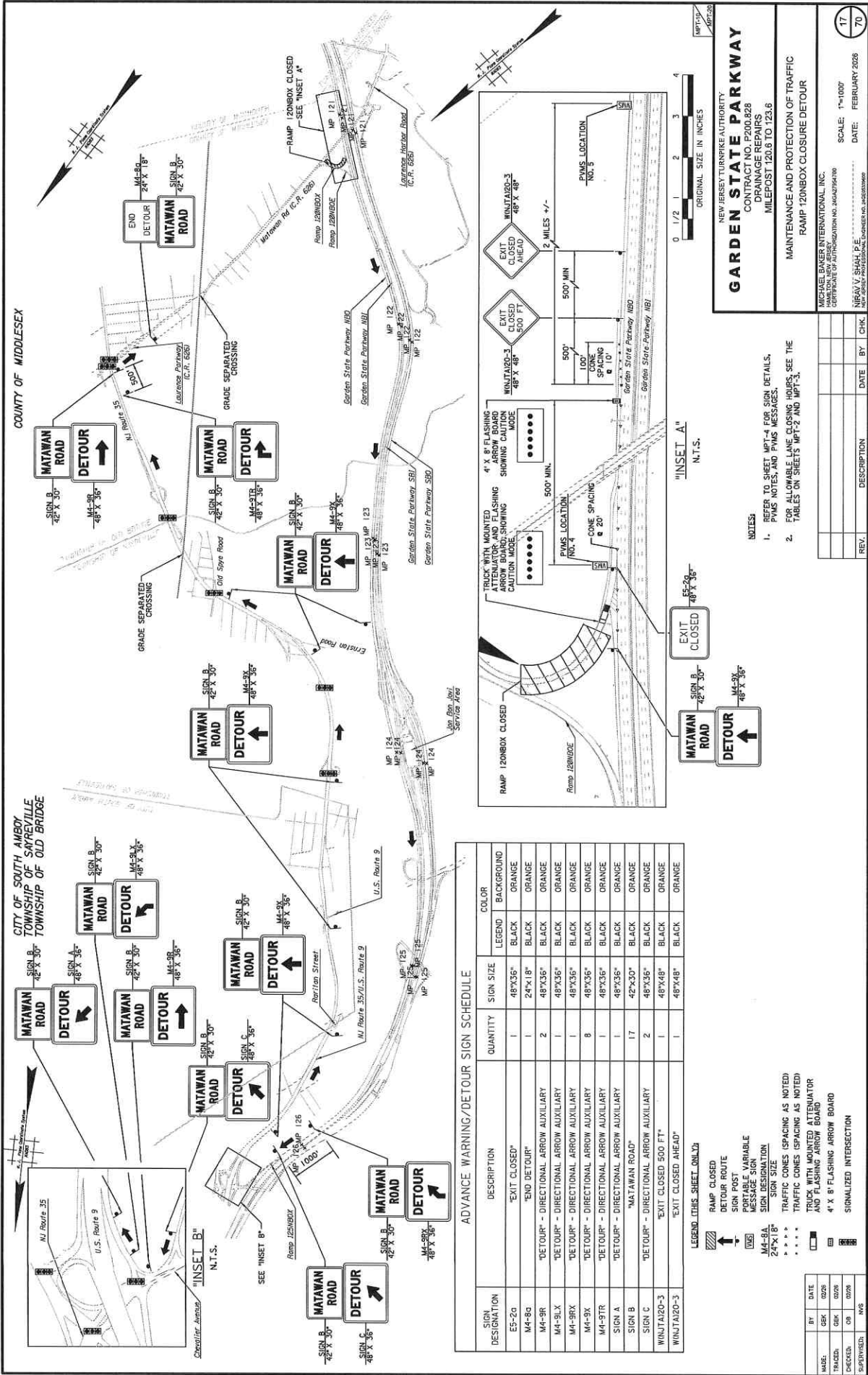
REV.	DESCRIPTION	DATE	BY	CHK.

REV.	DESCRIPTION	DATE	BY	CHK.



COUNTY OF MIDDLESEX

CITY OF SOUTH AMBOY  
TOWNSHIP OF SAYREVILLE  
TOWNSHIP OF OLD BRIDGE



ADVANCE WARNING/DETOUR SIGN SCHEDULE

SIGN DESIGNATION	DESCRIPTION	QUANTITY	SIGN SIZE	COLOR
E5-29	"EXIT CLOSED"	1	48"X36"	BLACK BACKGROUND ORANGE
M4-9B	"END DETOUR"	1	24"X18"	BLACK
M4-9R	"DETOUR" - DIRECTIONAL ARROW AUXILIARY	2	48"X36"	BLACK
M4-9LX	"DETOUR" - DIRECTIONAL ARROW AUXILIARY	1	48"X36"	BLACK
M4-9RX	"DETOUR" - DIRECTIONAL ARROW AUXILIARY	1	48"X36"	BLACK
M4-9X	"DETOUR" - DIRECTIONAL ARROW AUXILIARY	8	48"X36"	BLACK
M4-9TR	"DETOUR" - DIRECTIONAL ARROW AUXILIARY	1	48"X36"	BLACK
SIGN A	"DETOUR" - DIRECTIONAL ARROW AUXILIARY	17	42"X30"	BLACK
SIGN B	"MATAWAN ROAD"	2	48"X36"	BLACK
SIGN C	"DETOUR" - DIRECTIONAL ARROW AUXILIARY	1	48"X48"	BLACK
WIN1A20-3	"EXIT CLOSED 500 FT"	1	48"X48"	BLACK
WIN1A20-3	"EXIT CLOSED AHEAD"	1	48"X48"	BLACK

- LEGEND (THIS SHEET ONLY)
- RAMP CLOSED
  - DETOUR ROUTE
  - SIGN POST
  - PORTABLE VARIABLE MESSAGE SIGN
  - M4-9A SIGN DESIGNATION
  - SIGN SIZE
  - TRAFFIC CONES SPACING AS NOTED
  - TRAFFIC CONES SPACING AS NOTED
  - TRUCK WITH MOUNTED ATTENUATOR
  - 4 X 8 FLASHING ARROW BOARD
  - SIGNALIZED INTERSECTION

- NOTES
- REFER TO SHEET MPT-4 FOR SIGN DETAILS, PMS NOTES, AND PMS MESSAGES.
  - FOR ALLOWABLE LANE CLOSING HOURS, SEE THE TABLES ON SHEETS MPT-2 AND MPT-3.

NEW JERSEY TURNPIKE AUTHORITY  
**GARDEN STATE PARKWAY**  
CONTRACT NO. P200.828  
DRAINAGE REPAIRS  
MILEPOST 120.6 TO 123.6  
RAMP 12ONBOX CLOSURE DETOUR

MAINTENANCE AND PROTECTION OF TRAFFIC

SCALE: 1"=100'  
DATE: FEBRUARY 2026

MICHAEL BAKER INTERNATIONAL, INC.  
CERTIFICATE OF AUTHORIZATION NO. 24042919400  
NIRAV V. SHAH, P.E.  
FILE NAME: P200\_828\_PD\_0017.SHT

REV.	DESCRIPTION	DATE	BY	CHK.

**LEGEND**

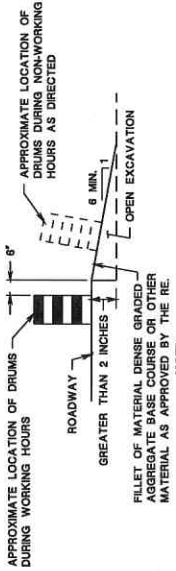
- BREAKAWAY BARRICADES
- BREAKAWAY BARRICADES WITH SIGN
- CONSTRUCTION SIGNS
- DRUMS
- CONE
- CONSTRUCTION BARRIER CURB (TYPE SPECIFIED)
- DIRECTION OF TRAFFIC FLOW
- TRAFFIC DIRECTOR, FLAGGER
- TRAILER MOUNTED MOUNTED ARROW BOARD SHOWING CAUTION MODE
- ILLUMINATED FLASHING ARROW MOUNTED ON TOWING VEHICLE SHOWING ARROW PATTERN (LEFT, RIGHT, BOTH)
- TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION AND ARROW BOARD SHOWING CAUTION MODE
- TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION AND ARROW BOARD SHOWING ARROW PATTERN (LEFT, RIGHT, BOTH)
- TEMPORARY CRASH CUSHION, INERTIAL BARRIER SYSTEM
- TEMPORARY CRASH CUSHION (ALL OTHER APPROVED)
- BUFFER ZONE
- WORK AREA
- PAINT STRIPING TRUCK OR OTHER OPERATING VEHICLE

**GENERAL NOTES:**

1. ADVANCE WARNING SIGNS DISTANCES AND TAPER LENGTHS MAY BE EXTENDED, AT DIRECTION OF THE DEPARTMENT, TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY.
2. THE APPROXIMATE LOCATIONS OF THE ILLUMINATED FLASHING ARROW BOARDS ARE SHOWN ON THE TRAFFIC CONTROL PLANS. THESE LOCATIONS MAY BE MODIFIED AS NECESSARY TO ACCOMMODATE THE PHYSICAL CHARACTERISTICS OF THE ROADWAY OR TO POSITION AT A SAFER LOCATION. ILLUMINATED FLASHING ARROW BOARDS ARE TO BE USED FOR TEMPORARY LANE CLOSURES AND AT LOCATIONS SHOWN ON THE TRAFFIC CONTROL PLANS.
3. PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES ARE TO BE IN PLACE.
4. RAMPS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN ARE TO BE PROVIDED WITH AT LEAST ONE WORK SIGN (ROAD WORK AHEAD) AS A WARNING.
5. ALL EXISTING ROAD SIGNS, PAVEMENT MARKINGS, AND / OR FLOWABLE PAVEMENT CONTROL PLAN ARE TO BE REMOVED, RELOCATED, OR RELOCATED AS DIRECTED BY THE DEPARTMENT.
6. CONSTRUCTION OR MAINTENANCE SIGNAL, NOTATIONS ON THESE THE EXISTING, TEMPORARY OR PROPOSED TRAFFIC SIGNAL SYSTEMS ARE TO BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - PART VI STANDARDS AND GUIDES FOR TRAFFIC CONTROL FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, AND MAINTENANCE OPERATIONS, UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS.
7. MAINTENANCE AND PROTECTION OF TRAFFIC TO BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - PART VI STANDARDS AND GUIDES FOR TRAFFIC CONTROL FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, AND MAINTENANCE OPERATIONS, UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS.
8. CONSTRUCTION SIGN SIGNS (USE US A BRIMS) TO BE LOCATED 200 FEET IN ADVANCE OF PROJECT LIMITS.
9. ALL WORKER SIGN MOUNTED ON A BREAKAWAY BARRICADE AND DEVICES ON THE CLOSED WORK TO BE LOCATED 300 FEET AHEAD OF EACH INTERSECTION ON MAIN ACCESS POINT WITHIN THE AREA OF A LANE OR SHOULDER CLOSURE.
10. CONSTRUCTION SIGNS (R4, ROAD CLOSED, TO BE TRAFFIC TO BE PLACED AT THE INTERSECTING STREETS WHICH ARE CLOSED TO TRAFFIC BECAUSE OF CONSTRUCTION.
11. CONSTRUCTION SIGNS (W&A SYMBOL FOR UNEVEN PAVEMENT) AND (W&A (SPOOLED PAVEMENT) TO BE USED WHEN SUCH PAVEMENT CONDITIONS EXIST.
12. MOVING WORK AREAS IN A LANE CLOSURE REQUIRE A TRAILER MOUNTED ILLUMINATED FLASHING ARROW TO REMAIN AT THE END OF THE TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION THAT IS TO MOVE WITH THE WORK AREAS TO KEEP A 70 FEET AND 50 FEET W&A BUFFER IN ADVANCE OF EACH WORK AREA.
13. THE CONTRACTOR TO SUBMIT A PLAN FOR THE SAFE ACCESS OF CONSTRUCTION EQUIPMENT TO AND FROM THE WORK AREA. THE PLAN TO BE SUBMITTED TO THE RE AS SPECIFIED IN THE SPECIFICATIONS.
14. BACKFILL ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY AND PLACE ON AT LEAST 8% SLOPE BEFORE THE END OF EACH WORK DAY. OTHER EXCAVATED AREAS WITHIN THE CLEARANCE ARE TO BE BACKFILLED.
15. WHERE REQUIRED, THE CONTRACTOR IS TO MAKE PROVISIONS FOR MAINTAINING NEIGHBORING CROSSING LOCATIONS AND TYPE AS DIRECTED BY THE RE.
16. THE SPEED LIMIT SIGN (R2) SHALL BE TRANSPORTED TO THE ADJACENT EXISTING GRADE AT THE LONGITUDINAL AND TRANSVERSE LIMITS OF THE STAGE CONSTRUCTION AREAS UNLESS OTHERWISE NOTED ON THE STAGE CONSTRUCTION PLANS.
17. THE PLACEMENT AND / OR RELOCATION OF CONSTRUCTION BARRIER CURB TO BE DONE DURING ALLOWABLE LANE CLOSURE HOUR.
18. CONSTRUCTION ZONE SPEED LIMIT WILL BE DETERMINED BY THE BUREAU OF TRAFFIC ENGINEERING AND SHALL BE POSTED AT THE BEGINNING OF THE STAGE AT THE END OF CONSTRUCTION, AS REQUESTED BY THE RE.
19. THE SPEED LIMIT (R4) BLACK ON WHITE WITH ADDED WORK ZONE PLATE (BLACK ON ORANGE) SIGNS TO BE LOCATED THROUGH WORK AREAS AS DIRECTED BY THE BUREAU OF TRAFFIC ENGINEERING, REGIONAL TRAFFIC ENGINEER - WORK ZONE.
20. THE REDUCED SPEED AHEAD SIGN (W3-6) (BLACK ON ORANGE) TO BE LOCATED IN ADVANCE OF SPEED LIMIT (R4) SIGNS WHICH REDUCE THE NORMAL POSTED SPEED LIMIT THROUGH THE CONSTRUCTION ZONE.
21. UNOCCUPIED WORK AREA (UNO) (R4) (BLACK ON WHITE) SHALL BE LOCATED AT EACH WORK AREA LOCATED WITHIN URBAN AREAS. THIS SIGN TO ALSO BE USED ON PROJECTS REQUIRING MOVING OPERATIONS IN WHICH CASE THE SIGN IS TO BE RELOCATED ON A SLOW MOVING CONSTRUCTION VEHICLE.
22. DO NOT CONSTRUCT THE FINAL INHA SURFACE PAVEMENT UNTIL THE FINAL STAGE OF CONSTRUCTION IS COMPLETE. THE CONTRACTOR SHALL CONSTRUCT TEMPORARY PAVEMENT RAMPS AROUND THEM WITH A MINIMUM 20% SLOPE IN ALL DIRECTIONS AND SHALL REMOVE THE TEMPORARY PAVEMENT IMMEDIATELY PRIOR TO PLACING THE SURFACE COURSE.

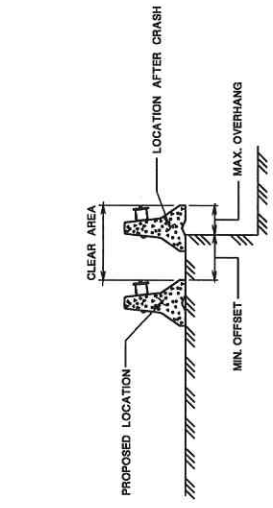
23. PLACE TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC. AS SHOWN ON PLANS. NO SIGNS ARE TO BE PLACED WITHOUT ACTUAL LANE CLOSURES AND REMOVE IMMEDIATELY UPON REMOVAL OF THE CLOSURE.
24. CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE RE.
25. TRAFFIC IMPACT NOTICES AND CHANGES
  - WHEN THE FOLLOWING TERMS ARE USED, THE INTENT AND MEANING IS AS FOLLOWS:
    - L IMPACTS TO NORMAL TRAFFIC FLOW - WORK THAT REQUIRES A PORTION OF THE PAVED ROADWAY BEING CLOSED OR CLOSED WITH SAFETY DEVICES OR VEHICLES INCLUDING, BARRICADES, CONES, BARRICADES WITH SIGNS, TRAFFIC STRIPING OR STRIPING, SHOULDER CLOSURES, MOVING OPERATIONS SUCH AS TRAFFIC STRIPING OR STRIPING, LANE SHIFTS OR ALTERNATING TRAFFIC. THIS APPLIES EVEN WHEN DETOURS ARE PROVIDED.
    - I TEMPORARY LANE CLOSURES - WORK DESCRIBED UNDER "IMPACTS TO NORMAL TRAFFIC FLOW" WHICH INTERRUPTS THE FLOW OF TRAFFIC UNDER A PERMITS UNDER NORMAL TRAFFIC FLOW WHICH REMAINS IN PLACE CONTINUOUSLY FOR 24 HOURS OR MORE.
26. ADVANCE NOTICES
  - FOR THE INITIAL START OF WORK THAT REQUIRES "IMPACTS TO NORMAL TRAFFIC FLOW" THE CONTRACTOR IS TO NOTIFY THE RE IN WRITING ON THE ADVANCE FORM TO-30 PROVIDED WITHIN EIGHT CALENDAR DAYS, BUT NOT MORE THAN SEVEN (7) DAYS, PRIOR TO THE PROPOSED DATE START OF WORK THAT IMPACTS NORMAL TRAFFIC FLOW. NOT BE PROPOSED DATE START OF WORK THAT IMPACTS NORMAL TRAFFIC FLOW WILL NOT BE IN WRITING TO THE RE, THE PROPOSED DATE SEVEN (AND/OR FOURTEEN) CALENDAR DAYS BEFORE THE START OF WORK THAT IMPACTS NORMAL TRAFFIC FLOW. THE CONTRACTOR IS TO IMMEDIATELY NOTIFY THE RE IF THE PROPOSED ESTABLISHMENT CANNOT BE COMPLETED ON THE PROPOSED DATE.
  - FOR A "PERMANENT LANE CLOSURE" THE CONTRACTOR IS TO NOTIFY THE RE IN WRITING, ON THE ADVANCE FORM TO-30 PROVIDED WITHIN EIGHT CALENDAR DAYS, BUT NOT MORE THAN SEVEN (7) DAYS, PRIOR TO THE PROPOSED DATE START OF WORK THAT IMPACTS NORMAL TRAFFIC FLOW. THE CONTRACTOR IS TO IMMEDIATELY NOTIFY THE RE IF THE PROPOSED ESTABLISHMENT CANNOT BE COMPLETED ON THE PROPOSED DATE.
  - STARTING THE ESTABLISHMENT OF A NEW PERMANENT TRAFFIC PATTERN IS TO BEGIN NO EARLIER THAN THE ESTABLISHMENT IS TO BE COMPLETED IN ACCORDANCE WITH THE LANE CLOSURE HOURS SPECIFIED IN THE CONTRACT.
27. CONTRACT NOTICES
  - CONTRACT NOTICES MUST REFER TO THE REFERENCE NUMBER OF THE SPECIAL PROVISIONS. THE CONTRACTOR IS TO BE SUBMITTED IN SUBSECTION 700A OF THE SPECIAL PROVISIONS.
28. ALL "IMPACTS TO NORMAL TRAFFIC FLOW" SCHEDULED FOR THE DESIGN DAY PERIODS STARTING ON THE FOLLOWING MONDAY ARE TO BE SUBMITTED TO THE RE BY 8:00 AM OF EACH FRIDAY ON WEEKLY FORM TO-30 PROVIDED BY THE DEPARTMENT.
29. TEMPORARY LANE CLOSURES ARE TO BE SUBMITTED TO THE RE BY 8:00 AM THE DAY IN ADVANCE OF THE START OF THOSE OPERATIONS ON DAILY FORM TO-30 PROVIDED BY THE DEPARTMENT.
30. TEMPORARY LANE CLOSURES FOR WEEKENDS ARE TO BE SUBMITTED TO THE RE BY 8:00 AM ON THE IMMEDIATELY PRECEDING FRIDAY ON THE DAILY FORM TO-30 PROVIDED BY THE DEPARTMENT.
31. CHANGES TO THE SCHEDULED CLOSURES
  - IF CHANGES TO THE SCHEDULED CLOSURES ARE REQUIRED, THE CONTRACT DOCUMENTS ARE TO BE SUBMITTED IN WRITING TO THE RE AS FOLLOWS:
    - CHANGES TO THE SCHEDULED HOURS FOR "TEMPORARY LANE CLOSURES" ARE TO BE SUBMITTED TO THE RE AT LEAST EIGHT CALENDAR DAYS IN ADVANCE OF WHEN THE CHANGE IS PROPOSED TO START.
    - OTHER PROPOSED CHANGES TO "TEMPORARY LANE CLOSURES" AND ALL CHANGES TO "PERMANENT LANE CLOSURES" ARE TO BE SUBMITTED TO THE RE AS SPECIFIED IN THE SPECIFICATIONS.
32. WHERE FINAL INHA PAVING IS PERFORMED AND THE LANE IS TO BE REOPENED TO TRAFFIC, LATEX, ENSURE THAT THE ITEM TRAFFIC STRIPES IS APPLIED WITHIN 4 DAYS.

**NOTE TO DESIGNER:**  
 THIS SHEET REQUIRES DESIGN SPECIFIC INFORMATION TO BE ADDED AND INCLUDED IN THE CONTRACT PLANS.  
 REMOVE THIS NOTE AFTER DESIGN SPECIFIC INFORMATION IS ADDED.



**ESCAPE RAMP DETAIL**

ESCAPE RAMPS MUST BE CONSTRUCTED AND MAINTAINED DURING NON-WORKING HOURS WHERE A VERTICAL DROP GREATER THAN 2 INCHES EXISTS ADJACENT TO TRAVELED LANE.



**NOTES:**

- CHANGES TO THE PROPOSED CONNECTION TYPE AT ANY LOCATION MUST BE APPROVED BY THE DEPARTMENT.
- NO ROADWAY DROP OFFS, OBSTRUCTIONS, STORAGE OF MATERIALS OR WORK WILL BE PERMITTED IN THE CLEAR AREA UNLESS APPROVED BY THE DEPARTMENT. DROP OFFS ARE PERMITTED WHEN USING THE OPTIONAL CONNECTION TYPE B TREATMENT AT VERTICAL DROP OFF.

REGULATORY APPROACH SPEED OF TRAFFIC MILES/HOUR	RECOMMENDED SIGHT DISTANCE TO BEGINNING OF CHANNELIZING TAPERS DESIRABLE		MINIMUM RURAL AND URBAN	
	RURAL FEET	URBAN FEET	RURAL FEET	URBAN FEET
25	375	625	500	725
30	450	625	500	725
35	525	725	500	725
40	600	825	500	725
45	675	925	500	725
50	750	1025	500	725
55	825	1125	500	725
60	900	1225	500	725
65	975	1325	500	725

- NOTES:**
- AVOIDANCE MANEUVER IS FOR A SPEED, PATH, AND / OR DIRECTION CHANGE PRIOR TO THE BEGINNING OF CHANNELIZING TAPERS.
  - DOUBLE THE DISTANCES BETWEEN TWO SEPARATE LANE CLOSURES ARE RECOMMENDED.
  - RURAL AND URBAN ROAD DESIGNATIONS ARE AS DEFINED IN THE NJDOT STATE HIGHWAY STRAIGHT LINE DIAGRAMS.
  - PROVIDE DESIRABLE VALUES WHEREVER POSSIBLE. IF IT IS NOT FEASIBLE OR PRACTICAL TO PROVIDE DESIRABLE VALUES BECAUSE OF HORIZONTAL OR VERTICAL CURVATURE OR IF RELOCATION OF THE TAPER IS NOT POSSIBLE, THEN MINIMUM VALUES CAN BE APPLIED. WHEN MINIMUM VALUES ARE USED, PAY SPECIAL ATTENTION TO THE USE OF ADVANCED WARNING OF THE CONDITIONS THAT ARE LIKELY TO BE ENCOUNTERED.
  - LOCATE TAPERS TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.

STAGE	LOCATION	CONNECTION	CLEAR
RTE.	STA. TO	TYPE	AREA
		B	28"

**OPTIONAL CONNECTION TYPE B TREATMENT AT VERTICAL DROP OFF**

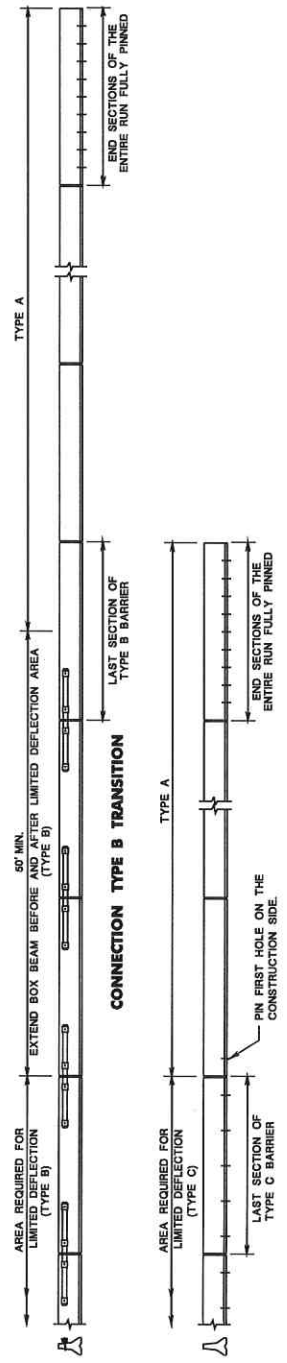
REGULATORY APPROACH SPEED OF TRAFFIC MILES / HOUR	MINIMUM TAPER RATIO IN LENGTH PER FOOT OF WIDTH	MINIMUM TAPER LENGTH IN FEET	MINIMUM TAPER LENGTH L - WIDTHS	RECOMMENDED TAPER LENGTH AND SPACING FOR CHANNELIZING TAPERS	
				MAXIMUM SPACING (B) ALONG TANGENTS IN FEET	MAXIMUM DEVICE SPACING (D) ALONG TANGENTS IN FEET
25	10.6:1	105	115	225	25
30	10.6:1	150	165	300	30
35	20.5:1	205	225	245	35
40	27:1	270	300	325	40
45	45:1	450	485	540	45
50	80:1	800	850	900	50
55	85:1	850	905	960	55
60	80:1	800	850	900	60
65	85:1	850	905	960	65

**NOTE:**  
THE MAXIMUM DEVICE SPACING ALONG CURVES IS DEFINED FOR TAPERS (B) IN THE ABOVE TABLE.

STAGE	LOCATION	CONNECTION	CLEAR
RTE.	STA. TO	TYPE	AREA
		A	41 INCHES
		B	28 INCHES
		C	11 INCHES

**CONNECTION TYPE AND CLEAR AREA**

**NOTE TO DESIGNER:**  
THIS SHEET REQUIRES DESIGN SPECIFIC INFORMATION TO BE ADDED AND INCLUDED IN THE CONTRACT PLANS. REMOVE THIS NOTE AFTER DESIGN SPECIFIC INFORMATION IS ADDED.



**CONNECTION TYPE B TRANSITION**

**CONNECTION TYPE C TRANSITION**

No additional payment will be made to the Contractor for the management and payment of the Wrecker Service provider, but the costs thereof will be included in the unit cost for the pay items "Standby Wrecker Service, Light Duty" or "Standby Wrecker Service, Heavy Duty".

## **SECTION 803 - STATE, COUNTY, AND LOCAL ROADWAYS**

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### **803.01 Description.**

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The Contractor shall be responsible for protecting and maintaining vehicular and pedestrian traffic on State and Local Highways. Traffic shall be maintained in accordance with the requirements of the agency having jurisdiction and of the current edition of the Manual on Uniform Traffic Control Devices for Streets & Highway published by U.S. Department of Transportation, Federal Highway Administration, and as directed by the Engineer.

### **803.02 Materials.**

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Materials shall conform to the requirements of the agency having jurisdiction. All traffic control devices will be furnished by the Contractor and will remain the property of the Contractor.

### **803.03 Methods Of Construction.**

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The Contractor shall give written notice and a schematic layout of traffic protection devices to the appropriate State, County and/or local officials not less than ten days before he will start work on the road.

Before beginning work on any phase of the Project, the Contractor shall install all traffic protection devices required and necessary to protect the public during that phase of construction. Staging of work shall be as shown on the Plans unless otherwise approved by the Engineer.

Closing of lanes, and work requiring the closings of lanes, will be permitted only during the hours called for. The number of lanes for traffic to be maintained shall be as called for unless otherwise approved by the Engineer.

Except as necessary during actual working hours and then only with the specific approval of the Engineer, the Contractor shall not occupy with his equipment, materials, or personnel, any roadway or sidewalk area within or adjacent to the Project that is open to traffic.

The Contractor's operations shall be performed in such manner and sequence that interference with the traveling public and fire, police, and other emergency service will be kept to an absolute minimum.

The local roadways affected by construction under this Contract are under the jurisdiction of the agencies noted in the Contract documents. The Contractor shall prepare and submit a traffic control plan including methods, operations, and a layout plan indicating signing and traffic control protection devices and obtain approval prior to the closing of any lanes, shoulders or sidewalks under the jurisdiction of local agencies. The Contractor shall comply with all regulations, including permissible hours for closings and obtaining permits imposed by local agencies regarding the maintenance and protection of traffic. The Contractor shall give proper written notice as required by the local agencies prior to any closings.

Vehicular traffic on local roadways shall be maintained and protected in accordance with current NJDOT and MUTCD Standards. The Contractor is responsible for obtaining the most current NJDOT Standards from the NJDOT.

The Contractor shall secure permission from NJDOT, comply with all regulations, pay any charges imposed and furnish, place, maintain and remove the required traffic protection devices, including the necessary labor and services when impacting State roadways.

The Contractor is responsible for furnishing, installing, maintaining, and removing all traffic protection devices necessary to properly close lanes, shoulders, roadways and sidewalks as shown on the Plans for each of the local streets or on roadways under the jurisdiction of agencies other than the Authority.

The Contractor will not be permitted to occupy any section of roadway or sidewalk that is open to traffic with equipment, materials or personnel.

The Contractor shall coordinate all local traffic control with the agencies having jurisdiction and local police as applicable. Municipal Police Traffic Directors shall be off duty police officers from within the applicable municipality. Police Traffic Directors shall be provided where required by the municipality or at specific locations directed by the Engineer during construction. The townships and/or counties identified in the contract shall be contacted in order to obtain the services of police traffic directors and the name, address and

telephone number of their local representative. Police Traffic Directors shall not be considered to be Flaggers. Flaggers are as defined in the Manual.

The Contractor shall comply with all regulations imposed by these agencies regarding the maintenance and protection of traffic and shall pay for and obtain all necessary permits as required by them or local agencies having relevant jurisdiction.

Flaggers shall be properly trained, instructed, and experienced in flagman duties, and shall be uniformed as specified in Subsection 920.12. Any flaggers not satisfactory in the opinion of the Engineer shall be immediately replaced by an approved flagman. All flaggers shall be English speaking. Equipment and devices to be used by the flaggers are to be furnished by the Contractor.

The flagger stations shall be adequately protected and illuminated for nighttime operations. Refer to the MUTCD for further information and requirements of uniformed flagmen or flaggers at flagman stations.

If deemed necessary, the agency having jurisdiction may furnish or assign inspectors or other personnel who will be assigned to the Project during the time the Contractor or any subcontractor is performing work under this Contract. The cost of these personnel shall be paid directly by the Contractor to that agency having jurisdiction.

The Contractor shall submit evidence of payment of all charges made to each agency having jurisdiction in the form of copies of receipted bills, to the Engineer prior to final payment of the Contract by the Authority.

The traffic control plan shall provide for the treatment of conditions caused by or encountered during the work on the Project. The traffic control plan shall be based on the requirements provided in the MUTCD. The Contractor shall work in accordance with the MUTCD, and shall only deviate from the traffic control plan after receiving written approval.

Prior to the start of construction, the Engineer shall be notified of the single supervisory level individual, trained in the principles of safe traffic control, who will be assigned the responsibility and authority for the implementation and maintenance of the traffic control plan.

**803.04 Measurement.**

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"Maintenance and Protection of Traffic on Location No. < > (Local Road Name)" will be measured on a Lump Sum basis. Flaggers will be measured in accordance with Section 801.

Traffic Protection Patrol or Traffic Control Coordinator efforts of local roadways will not be measured separately for payment.

Police Traffic Directors (No Bid) provides a value for reimbursement to the Contractor for costs associated with local police providing maintenance and protection of traffic on local roads. The only reimbursable costs permitted will be those charges approved by the Engineer and by the impacted municipality or county for cost related to maintenance and protection of local road traffic affected by this Contract.

Furnishing Traffic Control Devices for State, County, and Local Roadways for maintenance and protection of traffic will be measured on a lump sum basis. Furnishing construction signs of various sizes required, complete with messages on the specified supports; overlay panels; traffic protection signs and aluminum sign supports; traffic control vehicles; flashing warning lights; batteries; cones with bases; stabilizers; flashing arrow boards; furnishing traffic control devices for installation of roadway, lane and shoulder closings at the locations shown on the Plans or as directed by the Engineer; replacing defective devices as directed, replacing lost, stolen, destroyed or unacceptable devices; and all equipment and material necessary therefore and incidental thereto, unless otherwise noted will not be measured separately for payment. Shimming, leveling, and/or construction of bituminous pavement strips necessary for the proper installation and maintenance of the traffic control devices will not be measured separately for payment.

**803.05 Payment.**

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Payment will be made under:

<i>PAY ITEM</i> .....	<i>PAY UNIT</i>
MAINTENANCE AND PROTECTION OF TRAFFIC ON LOCATION NO. < > LOCAL ROAD NAME) .....	LUMP SUM
FURNISHING TRAFFIC CONTROL DEVICES FOR STATE, COUNTY, AND LOCAL ROADWAYS .....	LUMP SUM
POLICE TRAFFIC DIRECTORS (NO-BID) .....	USD

No separate payment will be made for preparation of maintenance and protection of traffic plans; obtaining local agency approval and permits; Contractor's traffic protection patrol; furnishing, placing, maintaining or removing variable message signs; furnishing, installing, maintaining and removing temporary impact attenuators required for the detour; furnishing, installing and maintaining construction fencing; furnishing, placing, maintaining and removing signs, sign support posts, and connecting hardware; placing, maintaining and removing traffic cones, barrels or concrete barrier; all tools, equipment, transportation, training, labor, services and materials as may be necessary for maintenance and protection of local roadway traffic or as may be required by the Engineer or outside agencies; and all else necessary therefore and other work associated with and incidental to, but the costs thereof will be included in the unit prices bid for the lump sum items specified in this Section.

Payment for Police Traffic Directors will be made on a lump sum basis based on the total costs incurred by the Contractor (this amount may be higher or lower than that stipulated in the Proposal). The Contractor shall provide detailed billings prepared by the local municipalities identifying the actual maintenance and protection of traffic costs incurred. Final payment to the Contractor will not be made until the Authority obtains a release stating that all local municipality costs have been reimbursed from each municipality affected by the Contract.

## **SECTION 804 - RAILROADS**

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### **804.01 Description.**

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The Contractor is responsible for the maintenance and protection of rail traffic and appurtenances passing over, under, or adjacent to work areas. The Contractor shall secure permission from, and comply with the regulations of, the agency having jurisdiction over the rail line. The Contractor shall pay all charges imposed by such agency and shall furnish, place, and remove such traffic protection devices which may be required.

### **804.02 Materials.**

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Materials used in the maintenance and protection of railroad traffic and appurtenances shall be as specified by the appropriate rail agency. All traffic control devices shall be furnished by the Contractor and will remain the property of the Contractor.

### **804.03 Methods of Construction.**

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The Contractor shall conduct his work within the railroad limits in such a manner as to safeguard the tracks, traffic, and appurtenances of the railroad(s). He shall comply with the regulations of each railroad relative to the work.

The Contractor is advised that the proposed work may involve construction operations on, over, or adjacent to electrified tracks of the railroad and in the vicinity of high voltage lines of the railroad. In working near these lines great care must be exercised and the railroad's rules detailing requirements for clearance to be maintained between equipment and energized wires and other instructions in regard to working in the vicinity of their electric operations must be strictly observed.

The Contractor will obtain verification of the time and schedule of track occupancy from the railroad(s) before proceeding with any construction or demolition work over, under, within, or adjacent to the railroad right-of-way. The Contractor shall submit for the approval of each railroad, plans and a detailed description of the methods which will be followed for work within these areas. The work in the field shall not proceed until the plans and method of procedure have been approved by each railroad.

Before proceeding with any construction or demolition work on, over, or adjacent to the railroad's property, a pre-construction meeting may be required.

The Contractor shall give not less than twenty-one days advance written notice to the official designated by each railroad to receive such notice, prior to the commencement of any work or any portion of the work by the Contractor or his subcontractors over or adjacent to the railroad's right-of-way.

If deemed necessary, the railroad(s) may furnish or assign inspectors or other personnel who will be assigned to the project during the time the Contractor or any subcontractor is performing work under the Contract on railroad property. The cost of these personnel will be paid directly by the Contractor to the railroad(s).

When railroad employees are assigned to protection duties during the time work is being performed on or adjacent to railroad right-of-way or facilities, the wages of said employees will include the base rate, warranted overtime, and labor surcharges in accordance with 23 CFR 140, Subpart I.

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION #26-073  
RESOLUTION APPROVING CHANGE ORDER NO. 8 FOR FERRY TERMINAL SITE  
IMPROVEMENTS- C-04-23-002-001 - KYLE CONTI CONSTRUCTION, LLC**

**WHEREAS**, the City of South Amboy adopted Resolution#23-158, which awarded the contract for Ferry Terminal Site Improvements to Kyle Conti Construction, LLC; and

**WHEREAS**, Colliers Engineering & Design has recommended and approved a change order which is set forth in Change Order No. 8, approved by project engineer on February 16, 2026; and

**WHEREAS**, the original amount of the Contract was \$31,840,223.00; and

**WHEREAS**, the deleted and adjusted contract items for Change Order No. 8 attached in the increased amount of \$43,069.73 for a total contract price of \$32,515,585.61; and

**WHEREAS**, the office has reviewed the cost and finds the change order acceptable for processing and recommends payment to Kyle Conti Construction, subject to the advice of the City Law Director.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of South Amboy, Middlesex County, New Jersey, as follows:

1. Change Order No. 8, approved by Colliers Engineer and Design on February 16, 2026, in the total increased amount of \$43,069.73 resulting in an adjusted amount of \$32,515,585.61.

2. The Mayor or Business Administrator is hereby directed to execute Change Order No.6 on behalf of the City of South Amboy and payment in accordance therewith is hereby approved.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 4, 2026.

\_\_\_\_\_  
Katie Rose Walenty  
Acting Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

101 Crawfords Corner Road Ste 3400  
Holmdel, New Jersey 07733  
Main: 877 627 3772



February 16, 2026

David S. Kales  
Business Administrator  
City of South Amboy  
140 North Broadway  
South Amboy NJ 08879

**South Amboy Ferry Terminal**

Change Order No. 8  
City of South Amboy, New Jersey  
Colliers Engineering & Design Project No. 21006035A

Dear Mr. Kales,

Enclosed please find Change Order No. 8 federal form DC-173 for the above noted project. The change is for the modification of existing inlets along Radford Ferry Road to lower grades of grates, the repair of concrete sheet pile cap to prevent spalling along the bulkhead and the relocation of planter boxes in accordance with FPA.

This office has reviewed the cost and finds the Change Order acceptable for processing. Should you have any questions or require further information, please do not hesitate to contact this office.

Sincerely,

Colliers Engineering & Design

A handwritten signature in blue ink, appearing to read "Michael Quirk".

Michael Quirk, P.E., LEED AP, CWI  
Geographic Discipline Leader

MQ/WS/dm

cc: Mark Rasimowicz, PE, Center State Engineering  
Wisam Saadah, Colliers Engineering & Design  
Katie Rose Walenty, City of South Amboy

\\corp.collierseng.com\hdez\Projects\2021\21006035G\Change Orders & Field Orders\Change Order No 8\260216\_mrq\_SA\_Chg Order No 8.docx

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT  
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2  
Order No. 08  
Interim   
Final   
Date 02/02/26

Project SOUTH AMBOY FERRY TERMINAL  
Federal Project No. DEMO-D00S(579) Doc. No. \_\_\_\_\_ NJDOT Job No. 2207357  
Contractor Kyle Conti Construction

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

**Nature and reason of order:**

- Item 218X: Description: Inlet Modification on Radford Ferry Road
  - o Modification of (4) existing inlets along Eastbound Lane of Radford Ferry Road to lower grades of grates to ensure proper drainage prior to paving.
- Item 219X: Concrete Sheet Pile Cap Repair
  - o Repair of concrete sheet pile cap at end condition cracks in order to prevent future spalling along bulkhead.
- Item 220X: Relocation of Precast Planter Boxes
  - o As directed by FPA, (19) precast planter boxes were relocated along the flush curb to the west of the future ferry terminal building and across Lehigh Pier for safety concerns.

Extension  Reduction of time recommended this order \_\_\_\_\_

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract	\$ 31,840,223.00	\$	\$ 31,840,223.00
Adjusted amount based on order No. 08	\$ 32,515,585.61	\$	\$ 32,515,585.61

ORDER NO. 08	Road	<input type="checkbox"/> Bridge	<input type="checkbox"/> Other
	Road	Bridge	Total
New Work	\$ 43,069.73	\$	\$ 43,069.73
Quantity Increases	\$	\$	\$
Quantity Decreases	\$	\$	\$
<b>Total</b>	<b>\$ 43,069.73</b>	<b>\$</b>	<b>\$ 43,069.73</b>

CONTRACT TIME	
Original Completion Date	11/23/25
Adjustment This Order (+ or -)	
Previous Adjustments (+ or -)	
Adjusted Completion Date	11/23/25

**Recommended:**

County / Municipal / Sponsor's Engineer \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Approved:**

**Approved:**

Presiding Officer \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Manager, District \_\_\_\_\_, Local Aid \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_

**Accepted:**

**Brent Mitzak** Digitally signed by Brent Mitzak  
Date: 2026.02.13 08:39:25-05'00'

Contractor's Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

- Unprotected  
 Protested by letter dated \_\_\_\_\_ attached.

Name Brent Mitzak 02-13-2026

Title Project Manager-Kyle Conti Construction, LLC

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT  
FEDERAL AID CHANGE ORDER**

Sheet 2 of 2  
Order No. 08  
Interim   
Final   
Date 02/02/26

Project SOUTH AMBOY FERRY TERMINAL  
Federal Project No. DEMO-D00S(579) Doc. No. \_\_\_\_\_ NJDOT Job No. 2207357  
Contractor Kyle Conti Construction

ITEM NO.	DESCRIPTION	QUANTITY [+ Increase "or" - Decrease "or" New Work]	UNIT	UNIT PRICE / Allowance	AMOUNT
218X	Inlet Modification on Radford Ferry Road	1 [New Work]	Lump sum	\$32,008.71	\$32,008.71
219X	Concrete Sheet Pile Cap Repair	1 [New Work]	Lump sum	\$3,061.02	\$3,061.02
220X	Relocation of Precast Planter Boxes	1 [New Work]	Lump sum	\$8,000.00	\$8,000.00
	<b>TOTAL CHANGE</b>				<b>\$43,069.73</b>

Amount of Original Contract	\$	<u>31,840,223.00</u>
Adjusted Amount Based on Change Orders No. 01 - 08	\$	<u>32,515,585.61</u>
Total Change Based on Change Orders 1 - 8	\$	<u>675,362.61</u>
% Change in Contract [(+) Increase]		<u>2.12%</u>

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-074**

**A RESOLUTION RECOGNIZING RECEIPT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR PROGRAM YEAR 2025-2026**

**WHEREAS**, the City of South Amboy submitted the application to the County, and

**WHEREAS**, the HCD Committee approved the South Amboy project application in April 2025,

**WHEREAS**, HUD approved the HCD Committees' recommendation in the Middlesex County's Consolidated Plan in February 2026,

**WHEREAS**, the City Council of South Amboy received notice of full funding, from the Middlesex County Division of Housing, Community Development and Social Services, of a Community Development Block Grant (CDBG) for program year 2025-2026 in the amount of \$66,939.00 AND \$20,000.00 and

**WHEREAS**, program funding of \$66,939.00 was approved to be utilized for ADA Inclusive Playground Project and \$20,000.00 for Code Enforcement,

**NOW THEREFORE BE IT RESOLVED**, on the 4<sup>th</sup> day of March 2026, by the City Council of South Amboy, that we recognize the full funding allocation from the County's CDBG 2026-2026 grant agreement, supported by the Middlesex County Division of Housing, Community Development and Social services, as follows:

ADA INCLUSIVE PLAYGROUND.....	\$66,939.00
CODE ENFORCEMENT.....	\$20,000.00
<b>TOTAL.....</b>	<b>\$86,939.00</b>

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk are hereby authorized to execute all documents and agreements necessary in support of this grant funding.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 4, 2026.

\_\_\_\_\_  
Katie Rose Walenty  
Acting Municipal Clerk

	<i><b>Moved</b></i>	<i><b>Seconded</b></i>	<i><b>Ayes</b></i>	<i><b>Nays</b></i>	<i><b>Absent</b></i>	<i><b>Abstain</b></i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-075  
APPROVAL AND RELEASE OF MINUTES**

**BE IT RESOLVED**, that the City Council of the City of South Amboy does hereby approve and release the Council Minutes, as amended, of February 18, 2026, Council Meeting.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 4, 2026.

\_\_\_\_\_  
Katie Rose Walenty  
Acting Municipal Clerk

	<i><b>Moved</b></i>	<i><b>Seconded</b></i>	<i><b>Ayes</b></i>	<i><b>Nays</b></i>	<i><b>Absent</b></i>	<i><b>Abstain</b></i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						

**MINUTES FOR COUNCIL MEETING FEBRUARY 18, 2026**

The Meeting was called to order by Council President Gross at 7:00 P.M. The City Clerk read the Opening Prayer, all recited the Pledge of Allegiance and roll call was taken.

PRESENT: Councilman Conrad, Councilwoman Dato, Councilman Lenahan, Councilman Reilly and Councilman Gross

ALSO PRESENT: Mayor Fred A. Henry, Katie Rose Walenty, Acting City Clerk, Aaron Rainone, Law Director, Mark Rasimowicz, City Engineer, Mark Herdman, OEM Director.

The Clerk read the Certification of Meeting Notice.

\*\*\*\*\*

**PROCLAMATIONS:**

Councilman Thomas Reilly presented proclamations from the City of South Amboy and Speaker Coughlin's office to St. Mary's Church Food Pantry and First Presbyterian Church Food Pantry.

Ed O'Conner, Vice President of Friends of South Amboy, presented each food pantry with a \$500 monetary donation.

\*\*\*\*\*

**CONSENT AGENDA:**

The following items are considered to be routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items unless a Council member so requests. In this event, the item will be removed from the Consent Agenda and considered in the normal sequence of the Agenda.

**MOVED by:** Mrs. Dato of the Council of the City of South Amboy, Resolution NO. 26-064 through NO. 26-070 is hereby approved. **SECONDED by:** Mr. Conrad. **ROLL CALL VOTE: Ayes: Mr. Conrad, Mrs. Dato, Mr. Lenahan, Mr. Reilly, Mr. Gross.**

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NO. 26-064 RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO USE THE EAST BRUNSWICK POLICE TRAINING FACILITY

NO. 26-065 RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE MIDDLESEX COUNTY RECYCLING ENHANCMENT GRANT

NO. 26-067 RESOLUTION APPOINTING MEMBERS TO THE HISTORIC PRESERVATION COMMISSION

NO. 26-068 RESOLUTION AUTHORIZING A ONE YEAR EXTENSION CONTRACT WITH RIVERVIEW COMPANIES NORTH JERSEY LLC FOR LANDSCAPE MAINTENANCE SERVICES

NO. 26-070 RESOLUTION APPOINTING MEMBERS TO THE SOUTH AMBOY HOUSING AUTHORITY

\*\*\*\*\*

NO. 26-066 RESOLUTION TO RESCIND CHAPTER 159'S

Gary Higgins, PFK O'Connor Davies, explained that the City was awarded 2 grants and in 2025, through the Chapter 159 process, which were both put into the 2025 Budget. The grants were in the amount of \$6,018,000.00 for a passenger ferry grant and \$4,986,492 for the Raritan Ave. pump station grant. Since, these grants are going to be spent over multiple years and to avoid possible negative impact to the City's surplus at year end, it was decided it would be in the best interest of the City to record these grants as parts of bond ordinances in the capital fund and rescind the Chapter 159's that were passed last year. These two bond ordinances (one was introduced and passed last year) and the one being introduced tonight will not authorize any additional debt for the city.

Council President opens this specific Resolution to the public for questions. There were no public comments.

NO. 26-069                      RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SOUTH AMBOY AND GARDEN STATE FIREWORKS, INC

Councilman Thomas Reilly wanted to comment that it is unusual and he has not seen this before in the agreement but there are tariffs fees in the amount of 35% that is built in.

\*\*\*\*\*e  
**RESOLUTION NO. 26-071**  
**APPROVAL AND RELEASE OF MINUTES**

**BE IT RESOLVED**, that the City Council of the City of South Amboy does hereby approve and release the Council Minutes of the February 4, 2026 Council Meeting.

**MOVED by: Mr. Conrad** of the Council of the City of South Amboy, that Resolution No. 26-071 is hereby approved. **SECONDED by: Mrs. Dato** **ROLL CALL VOTE: Ayes: Mr. Conrad, Mrs. Dato, Mr. Lenahan, Mr. Reilly, Mr. Gross.**

**RESOLUTION NO. 26-072**  
**APPROVAL OF BILL LIST**

**BE IT RESOLVED**, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated February 11, 2026, as presented by the Chief Financial Officer.

**BE IT FURTHER RESOLVED**, that the bill list be appended to the official minutes.

**MOVED by: Mr. Conrad** of the Council of the City of South Amboy, that Resolution No. 26-072 is hereby approved. **SECONDED by: Mr. Lenahan.** **ROLL CALL VOTE: Ayes: Mr. Conrad, Mrs. Dato, Mr. Lenahan, Mr. Reilly, Mr. Gross.**

\*\*\*\*\*  
**ORDINANCE**

**INTRODUCTION / FIRST READING**

**ORDINANCE 2026-03**

ORDINANCE OF THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX, NEW JERSEY, APPROPRIATING A \$6,018,000 UNITED STATES DEPARTMENT OF TRANSPORTATION PASSENGER FERRY GRANT TO PROVIDE FOR FERRY TERMINAL SITE IMPROVEMENTS

**MOVED by:** Mr. Conrad , that Ordinance #2026-03 be introduced on first reading and advertised for second reading which is scheduled for the March 18, 2026 meeting.

**SECONDED by:** Mr. Lenahan, **ROLL CALL VOTE: Ayes: Mr. Conrad, Mrs. Dato, Mr. Lenahan, Mr. Reilly, Mr. Gross.**

**ADOPTION/SECOND READING**

**ORDINANCE 2026-01**

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 1036 ENTITLED "PARKING AND TRAFFIC REGULATIONS FOR THE CITY OF SOUTH AMBOY" IN THE COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY –ADD 325 DAVID STREET - CONROY

**MOVED by:** Mrs. Dato, of the Council of the City of South Amboy, that Ordinance #2026-01 is hereby adopted. **SECONDED by:** Mr. Conrad, **ROLL CALL VOTE: Ayes: Mr. Conrad, Mrs. Dato, Mr. Lenahan, Mr. Reilly, Mr. Gross.**

**ADOPTION/SECOND READING**

**ORDINANCE 2026-02**

AN ORDINANCE CREATING CHAPTER 167, "VEHICLES, ELECTRONIC SCOOTERS" OF THE CITY CODE TO REGULATE CERTAIN ELECTRIC SCOOTERS.

**MOVED by:** Mrs. Dato, of the Council of the City of South Amboy, that Ordinance #2026-02 is hereby adopted. **SECONDED by:** Mr. Conrad **ROLL CALL VOTE: Ayes: Mr. Conrad, Mrs. Dato, Mr. Lenahan, Mr. Reilly, Mr. Gross.**

Mr. Rainone explained that this Ordinance was introduced for first reading and council amended this Ordinance. The changes are now reflected in Section 167-5. Section A. Only one person can operate, with no passengers and high visible reflective wear is required.

**INTRODUCTION/FIRST READING**

**ORDINANCE 2026-04**

AN ORDINANCE OF THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX, NEW JERSEY, ESTABLISHING AFFORDABLE HOUSING PROGRAM REQUIREMENTS AND ADOPTING REGULATIONS GOVERNING THE ADMINISTRATION OF VERY LOW-, LOW-, AND MODERATE-INCOME HOUSING UNITS

**MOVED by:**Mr. Conrad, that Ordinance #2026-04 be introduced on first reading and advertised for second reading which is scheduled for the March 4, 2026 meeting. **SECONDED by:**Mrs. Dato , **ROLL CALL VOTE: Ayes: Mr. Conrad, Mrs. Dato, Mr. Lenahan, Mr. Reilly, Mr. Gross.**

Mr. Kales explained this Ordinance is from the DCA which arrived on Friday the 13<sup>th</sup>. Each municipality in the State is required to adopt this ordinance. This ordinance needs to be adopted by March 15<sup>th</sup>. On February 25<sup>th</sup> the Planning Board will review and then on March 4<sup>th</sup> we can adopt this.

Mr. Reilly questions the Master Plan and how does it impact our obligation to our low-income housing. Mr. Reilly asked if the Planning Board approves and has recommendations, do we need to implement them and have them before the final adoption or can we commit to doing them afterwards. These questions will be directed to Mr. McManimon.

\*\*\*\*\*

## **COMMENTS:**

Mr. Reilly

- Thank you, first responders and food pantry volunteers.
- March 18<sup>th</sup> we are going to have the Boys Basketball team to recognize them for winning the Division.
- DCA partnered with the Department of the Military and Veterans Affairs and announced a program called Bringing Veteran's Home. Their goal is to place any homeless veteran within 30 days.
- Thank you to our City Clerk, Katie Rose.

Mr. Lenahan

- Thank you, all volunteers and first responders.
- Condolences to the Tooker family.
- Please help the city help us with snow that is coming. Try and tuck away all your belongings in your driveway and make space.

Mr. Conrad

- Exceedingly proud of our volunteerism that runs through this community. Thank you to our food pantries. There is always a need for more volunteers.
- Thank you to Friends of South Amboy.
- Thank you, Councilman Reilly, for making that recognition to our Food Pantry tonight.
- Fire Department, First Aid, to you and your families. Thank you for your service.
- Black History Month, we lost Reverend Jesse Jackson. We thank him for his service.

Mrs. Dato

- Food pantries and their volunteers are incredible.
- Friends of South Amboy is also an incredible group and generous.
- Pleased about the e-scooter ordinance that was passed and this will help to keep our community safe.
- Senior Center had another informative Lunch and Learn program.
- Ash Wednesday, solemn time for reflection and reminder to kick off our Parade and our fish fries will be starting. Council President mentioned that Knights of Columbus starting with pasta and soup and Elks are doing a fish fry.

Mr. Gross

- Thank you to all of our volunteers.
- Parade is March 15<sup>th</sup>

Mayor Fred Henry

- Thank all our volunteers for all their dedication.
- Condolences to the Strzykalski and Tooker family.
- If you have a fire hydrant near your home, please try and clear it out to help our fireman.
- February 19<sup>th</sup> is referred to as a day of remembrance. Learn from our history.

Mr. Kales

- Comments on the snowstorm procedure. Explains that 4 days before the storm we had a plan. Within 24 hours every road had access to all emergency services, next

phase was crosswalks the next day so kids could get to school. Wednesday, our Police Department had to identify mountains and sight visions so they could be cleared. The following week we cleared Broadway, Stevens, Pine, Feltus and kept working to clear the schools. We got a permit from the EPA to store the snow in Vet's field.

- Retired Detective Robert McKeon took his own personal machine and volunteered his own time to help our DPW to clear the snow.

Mr. Rainone

- Wonderful to see the food pantry volunteers to be recognized and wonderful group of people. It inspires me to be a better person tomorrow.

Mr. Rasimowicz

- No comments

### **PUBLIC COMMENTS:**

Joseph Szaro, South Amboy, NJ

Commented on the Bringing Veterans Home website, phone number, to help a veteran apply. He is working with Councilman Reilly to work with the businesses to offer all veterans and first responders 10% off. Mr. Szaro thanked Councilman Gross, who is always supporting the veterans. Councilwoman Dato mentioned the County Clerk's offers to record their DD-214 and issue a veteran's service card, and this can be used in the businesses in town to prove their ID.

Chris Smiga, South Amboy, NJ

Mr. Smiga commented about the YMCA closing the pool due to its inability to make repairs and upkeep maintenance. Mr. Smiga mentioned the redevelopment authority owns that building and he asked for the numbers and was told the BA requested the City Engineer to create a concept plan. He asked what the concept is for. He believes people should know what's going on. Mr. Smiga commented on Council President's involvement with the startup of the swimming classes and the County. Councilman Gross responded whether the YMCA closes or not that he is trying his hardest to make sure every kid learns how to swim. Mrs. Dato says we are heartbroken at the Y, that it was a financial decision, and it loses money every year. Mrs. Dato says they are looking into other possibilities for a water safety program.

Brian McLaughlin, South Amboy, NJ

He asked about the property behind Pupek Road, looking to see what the update is. Council President says there has been no movement after the initial conversation. Mr. Kales explained that the developer approached them with the 1<sup>st</sup> option, which was not going to happen and then came over 10 months ago with a 2<sup>nd</sup> option to do what is authorized there, which is residential single-family homes, with no variances, and they have not been back. Mr. McLaughlin says he hopes the Council is not entertaining residential.

Mr. McLaughlin addressed Mr. Conrad about the trades and having a career fair. Mr. McLaughlin said this was never done during his time before. Mr. Rainone commented that questions need to be addressed to the Council President. Mr. Conrad decided to respond to Mr. McLaughlin and said he did discuss possibilities to provide the residents with opportunities in trade. Mr. McLaughlin asked if we have more developments that include PILOTS or are we done. Mr. Kales explained the PILOT is in place regarding Rosewell Street and it is being renegotiated which will be presented at the March 4 meeting.

Mr. McLaughlin wished the South Amboy Dems good luck. Mr. McLaughlin questioned Mr. Conrad's residency and being a lifelong resident.

Sarah, South Amboy, NJ

Council President Gross thanked her for getting a JROTC to come to the Parade. She thanked the Council for all they do. Commented as a member of the reserves, helping our veterans is a big issue. Having the housing initiative brought into South Amboy is important and wants the Council to support that project, Joe Szaro and the American Legion.

Richard Hall, South Amboy, NJ

Commented on the discussion of swimming lessons. He was a boy scout and had swimming lessons at Frog Hollow. He said it is a good option to have some sort of partnership with them. Also, consider subsidizing the cost of what it could be to parents to help convince them to get their kids to learn to how swim. Council President Gross responded he wants this to be included in the budget, and it is important to him.

Mr. Joseph Szaro, wanted to clarify that we are moving forward with our American Legion building.

### **ADJOURNMENT**

On motion by Mr. Conrad, seconded by Mrs. Dato and passed unanimously, the meeting was adjourned at 6:17 pm.

Respectfully submitted,

Katie Rose Walenty  
Acting Municipal Clerk

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 26-076  
APPROVAL OF BILLS**

**BE IT RESOLVED**, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated February 26, 2026, as presented by the Chief Financial Officer.

**BE IT FURTHER RESOLVED**, that the bill list be appended to the official minutes.

I, Katie Rose Walenty, Acting Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on March 4, 2026.

\_\_\_\_\_  
Katie Rose Walenty  
Acting Municipal Clerk

	<i><b>Moved</b></i>	<i><b>Seconded</b></i>	<i><b>Ayes</b></i>	<i><b>Nays</b></i>	<i><b>Absent</b></i>	<i><b>Abstain</b></i>
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						









CITY OF SOUTH AMBOY  
Bill List By Vendor Id

Vendor #	Name	Description	Amount	Charge Account	Acct Description	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
LOCKE005	Locked and Loaded Trailers, Inc											
26-00450	02/20/26	DPW-25 Equipment Trailer										
1 DPW-25 Equipment Trailer		\$7,367.00	C-04-25-001-023	B	Acquisition of Wheel Loader		R		02/20/26	02/26/26	PA547014	N
	<b>Vendor Total:</b>		<b>\$7,367.00</b>									
M0000022	Middlesex Water Company											
26-00482	02/26/26	Jan'26 Hydrant Readings				26-00022	C					
1 Jan'26 Hydrant Readings		\$21,934.65	6-01-31-430-220	B	Utilities - Water		R		01/15/26	02/26/26	JAN'26	N
	<b>Vendor Total:</b>		<b>\$21,934.65</b>									
M0000029	McManimon, Scotland&Baumann, LLC											
26-00472	02/25/26	Sept'25-Jan'26 invoices (x4)										
1 Sept'25-Jan'26 invoices (x4)		\$1,125.00	5-01-20-155-195	B	Legal: Professional Consultant & Spec R		R		02/25/26	02/26/26	248997	N
2 Affordable Housing Litigation		\$1,101.50	6-01-20-155-195	B	Legal: Professional Consultant & Spec R		R		02/25/26	02/26/26	255739	N
3		\$90.00	6-01-20-155-195	B	Legal: Professional Consultant & Spec R		R		02/25/26	02/26/26	255742	N
4		\$6,368.77	6-01-20-155-195	B	Legal: Professional Consultant & Spec R		R		02/25/26	02/26/26	255738	N
	<b>Vendor Total:</b>		<b>\$8,685.27</b>									
M0000057	Middlesex County Treasurer											
26-00435	02/19/26	5% PILOT due County										
1 5% PILOT due County		\$25,872.90	6-01-90-100-006	B	County PILOT Taxes Payable		R		02/19/26	02/26/26	1ST QTR 2026	N
	<b>Vendor Total:</b>		<b>\$25,872.90</b>									
M0000102	Middlesex County Treasurer											
26-00053	01/09/26	Stage for St. Patrick Parade										
1 Stage for St. Patrick Parade		\$900.00	6-01-30-420-299	B	Celebration: Misc Other Expenses		R		01/09/26	02/26/26	153632	N
	<b>Vendor Total:</b>		<b>\$900.00</b>									
M0000103	Allegiance Trucks Linden - dba											
26-00488	02/26/26	Truck #16 - Inv:x403269387:01				26-00012	C					
1 Truck #16 - Inv:x403269387:01		\$360.66	6-01-26-315-155	B	Vehicle Mainten Parts & Accessories - IR		R		01/23/26	02/26/26	X403269387:01	N
	<b>Vendor Total:</b>		<b>\$360.66</b>									
M0000157	Modern Group Ltd.											
26-00022	01/07/26	26 PM Agreement & OMNI										
2 OMNI Monitoring		\$400.00	6-01-26-310-095	B	B&G: Maintenance Agreement		R		01/05/26	02/26/26	PSVIT89495	N



CITY OF SOUTH AMBOY  
Bill List By Vendor Id

Vendor #	Name	Description	Amount	Charge Account	Acct Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P0000010	Pumping Services, Inc.						Account Continued						
1	DPW Sewer Dept-grinder repairs	\$10,888.57	5-01-26-307-105	B	Sewer: Maintenance of Other Equipme		R		11/14/25	02/26/26		1156424	N
<b>Vendor Total:</b>			<b>\$10,888.57</b>										
PARTS005	Parts Authority, LLC												
26-00486	02/26/26	2/5/26-2/24/26 Invoices				26-00010	C						
1	2/5/26-2/24/26 invoices	\$247.08	6-01-26-315-155	B	Vehicle Mainten Parts & Accessories		IR		02/05/26	02/26/26		301-320333	N
2		\$185.92	6-01-26-315-155	B	Vehicle Mainten Parts & Accessories		IR		02/26/26	02/26/26		301-320741	N
3		\$192.76	6-01-26-315-155	B	Vehicle Mainten Parts & Accessories		IR		02/05/26	02/26/26		301-320941	N
4		\$89.82	6-01-26-315-155	B	Vehicle Mainten Parts & Accessories		IR		02/05/26	02/26/26		301-322275	N
<b>Vendor Total:</b>			<b>\$715.58</b>										
PFKOC005	PKF O'Connor Davies, LLP												
26-00414	02/18/26	2/5 Audit Progress Billing				25-00025	C						
1	2/5 Audit Progress Billing	\$10,000.00	5-01-20-135-299	B	Audit: Miscellaneous Other Expenses		R		01/01/26	02/26/26		1016476	N
26-00415	02/18/26	Professional Service'24 & '25											
1	Professional Service'24 & '25	\$5,000.00	6-01-20-100-195	B	Admin: Professional Consultant & Speck		R		02/18/26	02/26/26		1016480	N
2		\$6,600.00	6-01-20-100-195	B	Admin: Professional Consultant & Speck		R		02/18/26	02/26/26		1016476	N
<b>Vendor Total:</b>			<b>\$11,600.00</b>										
PRIME005	PRIMEPOINT, LLC												
26-00477	02/26/26	Feb'26 Payroll process/service				26-00025	C						
1	Feb'26 Payroll process/service	\$1,188.70	6-01-20-130-095	B	Finance: Maintenance Agreement		R		02/26/26	02/26/26		701518	N
2		\$1,126.50	6-01-20-100-095	B	Admin: Maintenance Agreement		R		01/27/26	02/26/26		701518	N
<b>Vendor Total:</b>			<b>\$2,315.20</b>										
R0000046	RR Donnelley												
25-02875	12/12/25	CERT COPY VITAL RECORD PAPER											
1	CERT COPY VITAL RECORD PAPER	\$106.50	5-01-27-331-145	B	Vital: Office Supplies		R		12/12/25	02/26/26		883137762	N
2	REG42A 8 1/2 x 11 CERT PAPER	\$106.50	5-01-27-331-145	B	Vital: Office Supplies		R		12/12/25	02/26/26		883137762	N
<b>Vendor Total:</b>			<b>\$213.00</b>										
<b>Vendor Total:</b>			<b>\$213.00</b>										

CITY OF SOUTH AMBOY  
Bill List By Vendor Id

Vendor #	Name	Description	Amount	Charge Account	Acct Description	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
RICHA010	Richard J. Frye						Account Continued					
26-00489	02/13/26	DPW-printer paper										
1 DPW-printer paper			\$82.00	6-01-26-315-299	B	Vehicle Maint: Misc Other Expenses	R		02/26/26	02/26/26	091225111807	N
	<b>Vendor Total:</b>		<b>\$82.00</b>									
RJGAR005	R & J Garage Door											
26-00419	01/30/26	Independence FH - V Belt										
1 Independence FH - V Belt			\$260.00	6-01-26-310-105	B	B&G: Maintenance of Other Equipment	R		01/30/26	02/26/26	18837	N
	<b>Vendor Total:</b>		<b>\$260.00</b>									
S0000003	Sadie Pope Dowdell Library											
26-00402	02/11/26	2026 1st Qtr. Contribution					C					
1 2026 1st Qtr. Contribution			\$127,514.00	6-01-29-390-299	B	Library: Miscellaneous Other Expenses	R		02/11/26	02/26/26	26 1ST QTR	N
	<b>Vendor Total:</b>		<b>\$127,514.00</b>									
S0000152	Saker Shop Rite Inc.											
26-00459	02/20/26											
1 Lunch n Learn Feb 26			\$118.30	6-01-28-371-065	B	Senior Citizens: Food & First Aid Supply	R		02/20/26	02/26/26	05530273019	N
	<b>Vendor Total:</b>		<b>\$118.30</b>									
T0000039	Trius, Inc.											
25-02699	11/21/25	Truck #18 Hooklift repairs										
1 Truck #18 Hooklift repairs			\$2,827.33	5-01-26-305-100	B	Solid Waste: Maint of Motor Vehicles	R		11/21/25	02/26/26	S1122287	N
2 Truck #18 Hooklift repairs			\$0.00	5-01-26-305-100	B	Solid Waste: Maint of Motor Vehicles	R		11/21/25	02/26/26		N
	<b>Vendor Total:</b>		<b>\$2,827.33</b>									
26-00178	01/16/26	Truck #17 - duo skid plate										
1 Truck #17 - duo skid plate			\$2,320.00	6-01-26-315-115	B	Vehicle Mainten Material & Supplies	R		01/16/26	02/26/26	S1122283	N
26-00180	01/16/26	Truck #17 - broom, gutter										
1 Truck #17 - broom, gutter			\$2,000.00	6-01-26-315-115	B	Vehicle Mainten Material & Supplies	R		01/16/26	02/26/26	S1122285	N
26-00245	01/23/26	Truck #15 - rain cap										
1 Truck #15 - rain cap			\$86.33	6-01-26-315-115	B	Vehicle Mainten Material & Supplies	R		01/23/26	02/26/26	S1122284	N
26-00487	02/26/26	Truck #18 Plow parts										
1 Truck #18 Plow parts			\$813.80	6-01-26-315-100	B	Vehicle Mainten Maintenance of Motor	R		02/26/26	02/26/26	S1122706	N
	<b>Vendor Total:</b>		<b>\$8,047.46</b>									
T0000090	Treasurer, State of New Jersey											
26-00458	02/20/26	26 BFCE Renewal Fee - DPW										
1 26 BFCE Renewal Fee - DPW			\$257.00	6-01-26-310-299	B	B&G: Miscellaneous Other Expenses	R		02/20/26	02/26/26	5707042	N

CITY OF SOUTH AMBOY  
Bill List By Vendor Id

Vendor #	Name	Description	Amount	Charge Account	Acct Description	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk Void Date	Invoice	1099 Excl
T0000090	Treasurer, State of New Jersey					Account Continued						
	<b>Vendor Total:</b>		<b>\$257.00</b>									
TACTI005	Tactical Public Safety, LLC.											
26-00425	02/18/26	March'25 Maintenance Contract				26-00024	C					
1	March'25 Maintenance Contract	\$1,472.19	6-01-25-240-095	B	Police: Maintenance Agreement		R		01/15/26	02/26/26	3.26 MNTC	N
2		\$416.66	6-01-25-252-095	B	OEM: Maintenance Agreement		R		01/15/26	02/26/26	3.26 MNTC	N
3		\$1,275.09	6-01-26-290-299	B	Streets/Roads: Misc Other Expenses		R		01/15/26	02/26/26	3.26 MNTC	N
	<b>Vendor Total:</b>		<b>\$3,163.94</b>									
THEFI010	The First Signs of Fire											
26-00440	02/13/26	SAFA-reflective markers										
1	SAFA-reflective markers	\$114.45	6-01-25-261-299	B	E.M.S.- Miscellaneous Other Expenses		R		02/13/26	02/26/26	\$26,0087	N
	<b>Vendor Total:</b>		<b>\$114.45</b>									
V0000001	Verizon											
26-00480	02/26/26	2/15/26 250-717-101-0001-94										
1	2/15/26 250-717-101-0001-94	\$189.00	6-01-31-430-240	B	Utilities - Telephone		R		02/26/26	02/26/26		N
26-00481	02/26/26	2/15/26 450-717-047-0001-08										
1	2/15/26 450-717-047-0001-08	\$6.55	6-01-31-430-240	B	Utilities - Telephone		R		02/26/26	02/26/26		N
	<b>Vendor Total:</b>		<b>\$195.55</b>									
V0000002	Verizon Wireless											
26-00483	02/26/26	Jan'26 acct:982635089-00001				26-00030	C					
1	Jan'26 acct:982635089-00001	\$1,822.01	6-01-31-430-240	B	Utilities - Telephone		R		02/26/26	02/26/26	6136003666	N
	<b>Vendor Total:</b>		<b>\$1,822.01</b>									
V0000011	V.E. Ralph & Son, Inc.											
26-00479	02/26/26	SAFA - Inv.493920										
1	SAFA - Inv.493920	\$594.18	6-01-25-261-065	B	E.M.S.- Food and First Aid Supplies		R		02/26/26	02/26/26	493920	N
	<b>Vendor Total:</b>		<b>\$594.18</b>									
VERIZ020	Verizon - broadband											
26-00413	02/18/26	Feb'26 958-047-339-0001-46				26-00039	C					
1	Feb'26 958-047-339-0001-46	\$161.80	6-01-31-430-245	B	Utilities - Internet		R		02/18/26	02/26/26		N
26-00422	02/18/26	1/14/26 756-745-729-0001-96										
1	1/14/26 756-745-729-0001-96	\$79.00	6-01-31-430-245	B	Utilities - Internet		R		02/18/26	02/26/26		N

CITY OF SOUTH AMBOY  
Bill List By Vendor Id

Vendor #	Name	Description	Amount	Change Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
VERIZ020	Verizon - broadband	Account Continued										
26-00461	02/20/26	2/14/26 756-745-729-0001-96	\$79.00	6-01-31-430-245	B	Utilities - Internet	R		02/20/26	02/26/26		N
1 2/14/26 756-745-729-0001-96												
	<b>Vendor Total:</b>		<b>\$319.80</b>									
W0000017	W.B. Mason	Replacement Ink Pad	\$11.00	6-01-28-371-145	B	Senior Citizens: Office Supplies	R		01/29/26	02/26/26	260090216	N
26-00290	01/29/26											
1 Replacement Ink Pad												
26-00298	01/30/26	DPW - toners for printers	\$89.41	6-01-26-290-145	B	Streets/Roads: Office Supplies	R		01/30/26	02/26/26	259788727	N
1 DPW - toners for printers												
			\$89.41	6-01-26-307-145	B	Sewer: Office Supplies						N
			\$89.41	6-01-26-310-145	B	B&G: Office Supplies						N
			\$89.42	6-01-26-315-299	B	Vehicle Maint: Misc Other Expenses						N
			<b>\$357.65</b>									
26-00307	02/03/26	Water - City Hall & Senior Ctr	\$19.32	6-01-20-100-065	B	Admin: Food and First Aid Supplies	R		01/12/26	02/26/26	259856307	N
1 Water - City Hall & Senior Ctr												
2 Senior Center			\$19.32	6-01-28-371-065	B	Senior Citizens: Food & First Aid Supply R			01/12/26	02/26/26	259857180	N
			<b>\$38.64</b>									
26-00338	02/05/26	WALL MOUNTED MAIL SLOTS PTL	\$65.76	6-01-25-240-075	B	Police: General Hardware and Minor ToR			02/05/26	02/26/26	260173943	N
1 WALL MOUNTED MAIL SLOTS PTL												
26-00436	02/19/26	Copy Paper City Hall	\$119.20	6-01-20-100-145	B	Admin: Office Supplies	R		02/19/26	02/26/26	260233324	N
1 Copy Paper City Hall												
26-00444	02/19/26	INK FOR CAPT OFFICE	\$145.54	6-01-25-240-145	B	Police: Office Supplies	R		02/19/26	02/26/26	S159677493	N
1 INK FOR CAPT OFFICE												
26-00476	02/26/26	Feb 26 water cooler rental fee	\$1.01	6-01-20-100-065	B	Admin: Food and First Aid Supplies	R		02/26/26	02/26/26	259867642	N
1 Feb 26 water cooler rental fee												
2 Feb 26 water cooler rental fee			\$1.01	6-01-25-240-065	B	Police: Food and First Aid Supplies	R		02/26/26	02/26/26	259867596	N
3 Feb 26 water cooler rental fee			\$1.01	6-01-28-371-065	B	Senior Citizens: Food & First Aid Supply R			02/26/26	02/26/26	259867554	N
			<b>\$3.03</b>									
	<b>Vendor Total:</b>		<b>\$740.82</b>									

Total Purchase Orders: 74 Total P.O. Line Items: 121 Total List Amount: \$353,083.63 Total Void Amount: \$0.00

CITY OF SOUTH AMBOY  
Bill List By Vendor Id

Totals by Year-Fund									
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total		
CURRENT FUND	5-01	\$29,209.60	\$0.00	\$29,209.60	\$0.00	\$0.00	\$29,209.60		
CURRENT FUND	6-01	\$270,756.59	\$0.00	\$270,756.59	\$0.00	\$0.00	\$270,756.59		
CAPITAL FUND	C-04	\$45,023.71	\$0.00	\$45,023.71	\$0.00	\$0.00	\$45,023.71		
GRANT FUND	G-02	\$8,093.73	\$0.00	\$8,093.73	\$0.00	\$0.00	\$8,093.73		
Total Of All Funds:		\$353,083.63	\$0.00	\$353,083.63	\$0.00	\$0.00	\$353,083.63		

**ORDINANCE 2026-05**

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

**WHEREAS** the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

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

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

**WHEREAS** the Governing Body of the City of South Amboy hereby determines that a 1.5% increase in the budget for said year, amounting to \$279,501.15 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

**WHEREAS** the Governing Body of the City of South Amboy hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the City of South Amboy, in the County of Middlesex, a majority of the full authorized membership of this governing body affirmatively concurring, that in the CY 2026 budget year, the final appropriations of the City of South Amboy shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5% amounting to \$652,169.35, and that the CY 2026 municipal budget for the City of South Amboy be approved and adopted in accordance with this ordinance; and

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

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

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

This Ordinance shall take effect after final passage on March 4, 2026 and publication as provided by law.

COUNCIL MEMBER	MOT	SEC	YES	NO	ABSENT	ABSTAIN
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						
DATE OF INTRODUCTION	<b>MARCH 4, 2026</b>					
PUBLICATION DATE						

I hereby certify that the above Ordinance was introduced by the City Council of the City of South Amboy, County of Middlesex, at a meeting held on March 4, 2026.

\_\_\_\_\_  
Katie Rose Walenty, Acting Municipal Clerk

COUNCIL MEMBER	MOT	SEC	YES	NO	ABSENT	ABSTAIN
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						
DATE OF ADOPTION						
PUBLICATION DATE						

I hereby certify that the above Ordinance was duly adopted by the City Council of the City of South Amboy, County of Middlesex, at a meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Katie Rose Walenty, Acting Municipal Clerk

**ORDINANCE 2026-06**

**ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY AUTHORIZING EXECUTION OF AMENDED FINANCIAL AGREEMENT WITH MANHATTAN BEACH PHASE 1 URBAN RENEWAL LLC**

**WHEREAS**, the City of South Amboy (the “**City**”) is authorized under the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) to determine whether certain property constitutes an area in need of redevelopment; and

**WHEREAS**, the City Council designated certain properties within the City, including the parcels identified as Block 161.02, Lot 20, 23, 24, 24.01, 25, 90, 90.01, 6.02 and a portion of Lot 20.01 (the “**Redevelopment Area**”) as an “area in need of redevelopment” pursuant to the Redevelopment Law and the redevelopment laws which preceded it; and

**WHEREAS**, the City adopted the “Beach Club District Redevelopment Plan” on December 17, 2014, as amended and supplemented on December 19, 2018 and October 15, 2025 (as so amended and as may be further amended, the “**Redevelopment Plan**”), which governs redevelopment in the Redevelopment Area, including that portion of the Redevelopment Area comprised of Block 161.02, Lots 20, 23, 24 and 24.01 (the “**Project Area**”); and

**WHEREAS**, the South Amboy Redevelopment Agency (“**SARA**”) is responsible for implementing redevelopment plans and carrying out redevelopment projects in the City; and

**WHEREAS**, SARA previously designated Manhattan Beach Club Street, LLC (the “**Master Redeveloper**”) as master redeveloper of the Redevelopment Area, and the City and SARA entered into that certain tri-party Amended and Restated Redevelopment Agreement with Master Redeveloper (the “**Master Redevelopment Agreement**”) relating thereto; and

**WHEREAS**, in accordance with the Redevelopment Law and the Master Redevelopment Agreement, SARA and Manhattan Beach Phase I Urban Renewal, LLC (the “**Entity**”) entered into a Redevelopment Agreement dated March 1, 2022 (the “**Original Subredevelopment Agreement**”), designating the Entity as the “redeveloper” of the Project Area to effectuate the redevelopment thereof; and

**WHEREAS**, pursuant to the Original Subredevelopment Agreement, the Entity was to redevelop the Project Area with a multi-phased project totaling approximately 486 market rate, rental residential units, 48 affordable residential units, and 722 parking spaces (the “**Original Project**”); and

**WHEREAS**, pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “**Long Term Tax Exemption Law**”), the City and the Entity entered into a Financial Agreement, dated March 1, 2022 (the “**Original Financial Agreement**”), pursuant to which the Entity agreed to make payments to the City in lieu of taxes (the “**Annual Service Charge**”) in connection with the Original Project, for a term of thirty (30) years; and

**WHEREAS**, the Entity seeks to amend the Original Project to now consist of a nine (9) phased residential community on the Project Area, consisting of approximately 196 for-sale residential units, up to 493 parking spaces, and amenity areas (the “**Project**”); and

**WHEREAS**, the Project will include: approximately 18 for-sale residential units in Phase 1; approximately 18 for-sale residential units in Phase 2; approximately 26 for-sale residential units in Phase 3; approximately 18 for-sale residential units in Phase 4; approximately 26 for-sale residential units in Phase 5; approximately 18 for-sale residential units in Phase 6; approximately 26 for-sale residential units in Phase 7; approximately 22 for-sale residential units in Phase 8; and approximately 24 for-sale residential units in Phase 9; and

**WHEREAS**, SARA and the Entity entered into an amended Subredevelopment Agreement (the “**Subredevelopment Agreement**”) to memorialize the changes to the scope of the Project; and

**WHEREAS**, the Entity submitted a request an application (the “**Application**”) to amend the Original Financial Agreement to (i) change the calculation of the Annual Service Charge based on the revised, for-sale Project and (ii) limit the term of the tax exemption to ten (10) years, rather than thirty (30) years; and

**WHEREAS**, to memorialize such changes to the Annual Service Charge as a result of the changes to the Project scope, the City desires to approve the execution of an amendment to the Original Financial Agreement in substantially the same form as that on file with the City Clerk (the “**Amended and Restated Financial Agreement**”).

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY AS FOLLOWS:**

1. The recitals are incorporated herein as though fully set forth at length.
2. The Application and Amended Financial Agreement are hereby approved.
3. The Mayor is hereby authorized to execute the Amended Financial Agreement substantially in the same form as that on file with the City Clerk, subject to minor modification or revision, as deemed necessary and appropriate after consultation with counsel.
4. The City hereby consents to the transfer of ownership, by the Entity to urban renewal entities affiliated with the Entity, of various portions of the Property for the purpose of undertaking any of the Phases described above, subject to the execution, by such transferee urban renewal entities, of written agreements in which such urban renewal entities fully assume all of the obligations of the Entity set forth in the Amended Financial Agreement applicable to the respective Phase.
5. Upon any such transfer described above, the Mayor is hereby authorized, without the need for further action, to execute conformed versions of the Amended Financial Agreement, substantially in the same form as that on file with the City Clerk, by and between the City and the

respective urban renewal entity(ies), each of which will cover and apply to the respective Phase and respective portion of the Project Area.

6. If any part of this ordinance shall be deemed invalid, such part shall be severed and the invalidity thereof shall not affect the remaining parts of this ordinance.

7. This ordinance shall take effect in accordance with applicable law.

COUNCIL MEMBER	MOT	SEC	YES	NO	ABSENT	ABSTAIN
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						
DATE OF INTRODUCTION	<b>MARCH 4, 2026</b>					
PUBLICATION DATE						

I hereby certify that the above Ordinance was introduced by the City Council of the City of South Amboy, County of Middlesex, at a meeting held on March 4, 2026.

\_\_\_\_\_  
Katie Rose Walenty, Acting Municipal Clerk

COUNCIL MEMBER	MOT	SEC	YES	NO	ABSENT	ABSTAIN
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						
DATE OF ADOPTION						
PUBLICATION DATE						

I hereby certify that the above Ordinance was duly adopted by the City Council of the City of South Amboy, County of Middlesex, at a meeting held on April 1, 2026.

\_\_\_\_\_  
Katie Rose Walenty, Acting Municipal Clerk

**Application for  
Long Term Tax Exemption**

### **Overview of application contents:**

- Section I - General instructions regarding the completion of the application
- Section II - Identification of the applicant
- Section III - Detailed description of the Project
- Section IV - Type of exemption and term requested
- Representations and certifications required by statute
- Signature by the applicant
- Exhibits

#### **I. Instructions:**

**Please complete this application in its entirety and attach all required supporting documentation. Incomplete applications will be returned and may significantly delay the tax exemption authorization process or cause the application to be denied.**

#### **Important notes:**

1. Certain documents required in this application must be prepared by qualified professionals other than the applicant. In particular, survey documents must be signed and sealed by a licensed surveyor, site plan documents must be signed and sealed by a professional engineer and detailed cost estimates must be certified by a licensed engineer or architect.
2. Under New Jersey law, applicants for long-term exemption must be organized as an Urban Renewal Entity as certified by the New Jersey Department of Community Affairs.
3. The application must be accompanied by a proposed form of financial agreement. Please ensure that the financial agreement attached to this application is appropriate to the type of project for which you are seeking an exemption.

#### **Completed applications be submitted to:**

Fred Henry, Mayor  
City of South Amboy  
140 North Broadway  
South Amboy, NJ 08879

If you have any questions regarding the application or the tax exemption process, please contact:

Kevin P. McManimon, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2nd Floor  
Roseland, NJ 07068  
(973) 622-4869  
[kmcmanimon@msbnj.com](mailto:kmcmanimon@msbnj.com)

**II. Redeveloper Identification:**

**A. Name of Applicant and Pre-Approved Transferees:**

Applicant: Manhattan Beach Phase I Urban Renewal, LLC

**B. Principal Address:**

32 Mount Kemble Ave, Morristown, NJ 07960

**C. Type of Entity (check one)**

Corporation     LLC     LLP     Partnership     Other (please specify)

**D. Contact Information:**

1. Name of Primary Contact: Anthony Marchigiano

2. Contact Information:

a. Phone: (201) 317-6786

b. Fax: N/A

c. Email: anthony@marchdevelops.com

**E. Name and Address of Statutory Agent:**

Please list the name and address of the entity upon whom a legal process can be served:

Stephen R. Sciaretta  
c/o Claremont Development  
32 Mount Kemble Ave  
Morristown, NJ 07960

**F. Federal Tax Identification Number:**

Manhattan Beach Phase I Urban Renewal LLC: 86-2675658

**G. Disclosure of Ownership:**

New Jersey law (NJSA 52:25-24.2) requires that all corporations and partnerships seeking a public contract submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Redeveloper has, as one or more of its owners, a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner is disclosed.

Please provide the necessary information utilizing the form provided with Exhibit 1 of this application.

N/A

**H. Certificates of Incorporation and Approval:**

Please provide a copy of the approved certificate of incorporation or formation by the State of New Jersey for the entity applying for the exemption. Attach the certificate as Exhibit 2.

Also include a copy of the certificate of approval of the urban renewal entity issued by the State of New Jersey Department of Community Affairs. Attach that certificate as Exhibit 3. (The only projects exempt from this requirement are low and moderate income housing projects located outside a designated redevelopment area.)

**I. Authorization to Submit Application:**

Please provide a certified copy, bearing the seal of the urban renewal entity, of a company resolution authorizing submission of the application in the form provided as Exhibit 4 of this application.

**III. Project Description:**

**A. Applicant's Ownership Interest in the Project:**

Conventional (Fee Simple)                       Condominium

**B. Project Type (Please check all that apply):**

Residential;  Retail;  Office;  Manufacturing;  Distribution Facility;  Hotel;

Other (specify): \_\_\_\_\_

If the project involves more than one type of usage, indicate the percentage that each usage bears to the overall project measured using square feet of gross area:

100% Residential; \_\_\_% Retail; \_\_\_% Office; \_\_\_% Manufacturing; \_\_\_% Distribution Facility;  
\_\_\_% Hotel; \_\_\_% Other (specify here): \_\_\_\_\_

**C. Marketing Expectation:**

For Sale               For Lease               Both

**D. Project Location:**

1. Provide all street addresses by which the project site is currently known:

South Rosewell Street

Use additional sheets if necessary

2. Provide all tax lots that comprise the project site. Designate lots as they appear on the official maps of the Tax Assessor as of the date of this application (i.e. prior to any subdivision associated with the project):

Block 161.02 Lots: 20, 23, 24, 24.01

3. Metes and Bounds Description:

Please attach the metes and bounds description of the project site as Exhibit 5 of this application.

4. Survey:

Please attach survey of the project site as Exhibit 6 of this application. If a survey has not yet been completed, a plotting on the official tax map may be provided at this time. A certified survey will be required prior to execution of any financial agreement.

**E. Deed, Purchase Agreement, or Lease Agreement:**

Please attach a copy of the deed, purchase agreement, or lease agreement for the property as Exhibit 7 confirming that the project is under the control of the applicant.

**F. Purpose of Project:**

Please check all that apply:

1. This project is located within an officially designated “area in need of redevelopment.”  
Yes X No: \_\_\_\_\_
2. This project is located within an Urban Enterprise Zone.  
Yes \_\_\_\_\_ No: X
3. This Project is intended to provide housing to low and/or moderate income households:  
Yes \_\_\_\_\_ No: X

Under the Redevelopment Agreement dated March 1, 2022, as amended by the First Amendment to Redevelopment Agreement (collectively, the “RDA”), the Project will include and the Applicant will construct the Affordable Housing Component (as defined therein), which will consist of no less than forty (40) nor more than fifty-four (54) affordable housing units, in accordance with the project schedule attached to the RDA as Exhibit B-1.

Please indicate the number of units of each type listed below, as appropriate.

**Phase 1**

Number of units for low income households 0  
Number of units for moderate income households 0  
Number of market rate units 18  
Total number of residential units 18

**Phase 2**

Number of units for low income households 0  
Number of units for moderate income households 0  
Number of market rate units 18  
Total number of residential units 18

**Phase 3**

Number of units for low income households 0  
Number of units for moderate income households 0

Number of market rate units 26  
Total number of residential units 26

**Phase 4**

Number of units for low income households 0  
Number of units for moderate income households 0  
Number of market rate units 18  
Total number of residential units 18

**Phase 5**

Number of units for low income households 0  
Number of units for moderate income households 0  
Number of market rate units 26  
Total number of residential units 26

**Phase 6**

Number of units for low income households 0  
Number of units for moderate income households 0  
Number of market rate units 18  
Total number of residential units 18

**Phase 7**

Number of units for low income households 0  
Number of units for moderate income households 0  
Number of market rate units 26  
Total number of residential units 26

**Phase 8**

Number of units for low income households 0  
Number of units for moderate income households 0  
Number of market rate units 22  
Total number of residential units 22

**Phase 9**

Number of units for low income households 0  
Number of units for moderate income households 0  
Number of market rate units 24  
Total number of residential units 24

**Total: Phases 1 through 9**

Number of units for low income households 0  
Number of units for moderate income households 0  
Number of market rate units 196  
Total number of residential units 196

4. This Project is intended to provide housing to households relocated as a result of a redevelopment project:

Yes \_\_\_\_\_ No: X

5. This Project is intended as a means to implement the objectives set forth in an adopted Redevelopment Plan:

Yes X No: \_\_\_\_\_

6. If the answer to questions 3 through 5 of this section was "No", please indicate the purpose of the Project:

N/A

**G. Narrative Description of Project:**

Provide a brief narrative description of the project, including the height and bulk of proposed improvements, type of construction materials to be used and expected square foot area of each proposed use. Indicate the number and type of each unit to be constructed as part of the project and whether the project will be restricted to any group or groups on the basis of age or income. Include maps, renderings, floor plans and other graphic materials if available. Attach this description as Exhibit 8 of this application.

**H. Current Conditions:**

1. Provide a brief description of any improvements that are in place currently on the project site and indicate which if any are expected to be reused as part of the project. Attach extra pages as needed.

The Project site is mostly vacant. An existing JCP&L utility easement traverses the site, and the utilities located in said easement will be relocated as part of the Project.

2. Provide a list with the current tax assessment and the current real property tax levy for each lot included within the project site. Attach extra pages as needed.

<u>Block</u>	<u>Lot</u>	<u>Current Tax Assessment</u>	<u>Current Real Property Tax Levy</u>
161.02	20	\$3,600,00	\$101,412.00
161.02	23	\$200,000	\$5,634.00
161.02	24; 24.01	\$334,600	\$9,425.68

3. Provide a list showing the current status of all municipal fees and charges which are currently levied against each lot located within the project site, including, without limitation water charges, sewer charges, permit or license fees, fines and/or penalties. Attach extra pages as needed.

<u>Block</u>	<u>Lot</u>	<u>Current Status of Municipal Fees and Charges</u>
161.02	20	Current
161.02	23	Current
161.02	24	Current
161.02	24.01	Current

**I. Site Plan Approval:**

Provide a copy of the site plan approved by the Planning Board for the Project. Also provide a copy of the resolution of the Planning Board providing final site plan approval for the project. Attach the site plan as Exhibit 9 of this application and the resolution as Exhibit 10 of this application. – N/A

**J. Project Cost Estimates**

1. Provide a detailed cost breakdown for the project, including both hard and soft costs. The estimate should be prepared by a licensed architect or engineer. Attach the completed estimate for the entire Project as Exhibit 11 of this application.
2. For each type of unit to be included within the Project, provide an estimate of the total unit cost for that unit. This may be provided at a summary level, not at the level set forth for the estimate required by section J.1 above. The estimate should also be prepared by a licensed architect or engineer. Attach the completed unit estimates as Exhibit 12 of this application.

**K. Project Pro-Forma:**

Provide a detailed projection of the estimated revenues and expenses for the project. The projections for all rental projects and for the rental component of mixed-use projects should cover the full exemption period. Projections involving the sale of units should be for the period expected to be needed to complete all sales activity. Attach the projection as Exhibit 13 of this application.

**L. Project Financing Plan:**

1. Provide a detailed explanation of the expected method by which the project will be financed, indicating the amount of equity to be contributed and its source, all public loans and/or grants that are to be used and all private sources of capital. Attach this explanation as Exhibit 14 of this application.
2. Private Financing Commitments: Provide certified copies of any and all letters from public or private sources of capital indicating a commitment to make funds available for the project. Attach these letters as Exhibit 15 of this application.

**M. Explanation of the Need for Tax Exemption:**

Provide an explanation of why the applicant believes that a long term tax exemption is necessary to make this project economically feasible. Attach the explanation as Exhibit 16 of this application.

**N. Project Schedule:**

Attach a detailed schedule of the key milestone dates in the approval, construction and leasing or sale of the project as Exhibit 17 of the application.

**O. Statement of Project Benefits:**

Provide a detailed description of the public benefits that would result from the project. At a minimum, include a projection of the number and type of construction jobs to be created, the number and type of permanent jobs to be created and the amount of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, water and sewer fees and any other municipal payments. Attach the description as Exhibit 18 of the application.

**IV. Exemption Information:**

**A. Annual Service Charge to be based on: (check one)**

Annual Gross Revenue (Non-condominium)       Project Cost

Imputed debt service (Condominium) \*AGR to be consistent with N.J.S.A. 40A:20-14.

**B. Term Requested:**

10 Years

**C. Proposed Rates and Phases:**

The project consists of for-sale residential units. As such, the Annual Service Charge is calculated based on the greater of 13% of Annual Gross Revenue plus a 2% administrative fee, or a fixed rate of \$6.33 per square foot.

Starting Year	Ending Year	Rate
1	10	Greater of: 13% Annual Gross Revenue + 2% Admin Fee, or \$6.33 PSF

Phase-Out (alternative method) for all Phases

To be negotiated.

**D. Form of Financial Agreement:**

Attach the proposed form of the financial agreement as Exhibit 19 of the application. The correct form for your project type should be attached to this application. Please note that the final financial agreement provides that a sealed certification by the project architect as to the final project cost must be submitted so that it can be added to the agreement within 60 days after the issuance of the Certificate of Occupancy for the project.

**Representations and Certifications:**

**In submitting the application, the Redeveloper certifies that all of the information is true and accurate to the best of his or her knowledge and further certifies to the following:**

- A. The project conforms to the Redevelopment Plan that is in effect for the area that includes the project site and with any Redevelopment Agreement as may be in place between the Municipality and the Redeveloper.
- B. The Project either 1) conforms to the Master Plan of the Municipality; or 2) to the extent that the Redevelopment Plan is inconsistent with the Master Plan, the Project conforms to the Redevelopment Plan and the Municipal Council, in adopting the Redevelopment Plan, set forth its reasons for adopting a Redevelopment Plan with such inconsistencies.
- C. The project will conform to and the Applicant(s) agrees to comply with all Federal and State laws and to all applicable municipal ordinances.
- D. Construction of the project has not commenced as of the time of the submission of this application. The Applicant understands that the Municipal Council is under no obligation to approve this tax exemption application. Any work done on the assumption of receipt of a tax exemption following the submission of the application and before final approval is undertaken at the risk of the Redeveloper. **Note that under no circumstances will an exemption be granted for a project that has already reached substantial completion.**
- E. No officer or employee of the Municipality has any interest, directly or indirectly, in the project that is the subject of this application.

**Signatures**

**By my signature below, I hereby submit this application on behalf of the Applicant. I certify that all of the information is true and accurate to the best of my knowledge and belief. I am aware that if any of the information provided is willfully false, that I am, subject to prosecution.**

For the Applicant:  
**Manhattan Beach Phase I Urban Renewal LLC**

\_\_\_\_\_  
Name:  
Title: Authorized Signatory

\_\_\_\_\_  
Date

**Please notarize here**

## EXHIBITS

The following is a check-list of required exhibits that must be attached to the application:

<u>Exhibit #</u>	<u>Description</u>	<u>Included?</u>
1	Disclosure of Ownership	<u>N/A</u>
2	Certificate of Incorporation	<u>Yes</u>
3	Certificate of DCA Approval of Urban Renewal Entity	<u>Yes</u>
4	Resolution Authorizing Submission of Application	<u>Yes</u>
5	Metes and Bounds Description	<u>Yes</u>
6	Survey	<u>Yes</u>
7	Copy of Deed or Lease Agreement	<u>Yes</u>
8	Narrative Description of Project	<u>Yes</u>
9	Site Plan as Approved by Planning Board	<u>N/A</u>
10	Site Plan Approval Resolution	<u>N/A</u>
11	Total Project Cost Estimate	<u>Yes</u>
12	Cost Estimates for Each Unit Type	<u>Yes</u>
13	Project Pro-Forma	<u>Yes</u>
14	Project Financing Plan	<u>Yes</u>
15	Private Financing Commitments	<u>Yes</u>
16	Explanation of the Need for Tax Exemption	<u>Yes</u>
17	Project Schedule	<u>Yes</u>
18	Summary of Project Benefits	<u>Yes</u>
19	Form of Financial Agreement	<u>To Be Delivered</u>

DISCLOSURE OF OWNERSHIP

Instructions:

New Jersey law (NJSA 52:25-24.2) requires that all corporations and partnerships seeking a public contract submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Redeveloper has as one or more of its owners a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner with more than a 10% interest is disclosed.

[Previously Provided]

EXHIBIT 2

CERTIFICATE OF INCORPORATION

Please attach a copy of the approved certificate of incorporation of the entity applying for the exemption to this sheet.

*WC*

**FILED**  
**FEB 25 2021**  
**STATE TREASURER**

**CERTIFICATE OF FORMATION**  
**OF**

**MANHATTAN BEACH PHASE I URBAN RENEWAL LLC**

Pursuant to N.J.S.A. 42:2C et seq. and N.J.S.A. 40A:20-1 et seq.

*060047841*

The undersigned, being authorized to execute and file this Certificate of Formation, for the purpose of forming a limited liability company pursuant to the provisions of Title 42:2C et seq., the Revised Uniform Limited Liability Company Act of New Jersey, and N.J.S.A. 40A:20-1 et seq., the New Jersey Long-Term Tax Exemption Law, as amended, hereby certifies that:

**FIRST:** The name of the limited liability company is Manhattan Beach Phase I Urban Renewal LLC (hereinafter the "Company").

**SECOND:** The name and address of the registered agent and registered office of the Company in this State is Stephen R. Sciarretta c/o Claremont Development, 32 Mt Karable Ave, Morristown, New Jersey 07960.

**THIRD:** (a) The purposes for which the Company is formed shall be to operate under P.L. 1991, c. 431(C. 40A:20-1 et seq.), and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or any part of one or more redevelopment areas, or low and moderate income housing projects and, when authorized by financial agreement with the City of Newark (the "Municipality"), to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvements in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c. 431(C. 40A:20-1 et seq.)

(b) So long as the Company is obligated under a financial agreement with a Municipality made pursuant to P.L. 1991, c. 431(C. 40A:20-1 et seq.), it shall engage in no business other than the ownership, operation and management of the project.

(c) The Company has been organized and formed to serve a public purpose. The Company's operations shall be directed toward: (1) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced, or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; and (2) the acquisition, management and operation of a project, redevelopment relocation housing project or low and moderate income housing project under P.L. 1991, c. 431(C. 40A:20-1 et seq.). The Company shall be subject to regulation by the Municipality, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as the Company remains the owner of a project subject to P.L. 1991, c. 431(C. 40A:20-1 et seq.).

(d) The Company shall not voluntarily transfer more than ten percent (10%) of the ownership of the project or any portion thereof undertaken by it under P.L. 1991, c. 431 (C. 40A:20-1 et seq.) until it has first removed both itself and the project from all restrictions of P.L. 1991, c. 431 (C. 40A:20-1 et seq.) in the manner required by P.L. 1991, c. 431 (C. 40A:20-1 et seq.) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer, with the exception of transfer to another urban renewal entity as approved by the Municipality in which the project is situated, which other urban renewal entity shall assume all contractual obligations of the Company under the financial agreement with the Municipality. The Company shall file annually with the municipal governing body a disclosure of the persons having an ownership interest in the project, and the extent of the ownership interest held by each. Nothing herein shall prohibit any transfer of the ownership interest in the Company itself, provided that the transfer, if greater than ten percent (10%), is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the Municipality in advance of the annual disclosure statement referred to above.

(e) The Company shall be subject to the provisions of Section 18 of P.L. 1991, c. 431 (C. 40A:20-18) respecting the powers of the Municipality to alleviate financial difficulties of the Company or to perform actions on behalf of the Company upon a determination of financial emergency.

(f) Any housing units constructed or acquired by the Company shall be managed subject to the supervision of, and in accordance with rules adopted by, the Commissioner of Community Affairs.

FOURTH: The term of the Company shall be perpetual unless otherwise terminated in accordance with the provisions of the Company's Operating Agreement.

IN WITNESS WHEREOF, I have signed this Certificate of Formation this 8<sup>th</sup> day of January, 2021.

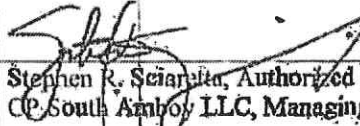
  
 Stephen R. Sciarata, Authorized Member of  
 CP South Amboy LLC, Managing Member

EXHIBIT 3

Certificate of Approval of Urban Renewal Entity from the New Jersey Department of  
Community Affairs (DCA)

Please attach a copy of DCA's certificate of approval of the applicant as an Urban Renewal entity to this sheet. (Low and moderate income housing projects to be constructed outside an approved redevelopment area are exempt from this requirement.)



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
LOCAL PLANNING SERVICES  
101 SOUTH BROAD STREET  
PO Box 813  
TRENTON, NJ 08625-0813  
(609) 292-3000 • FAX (609) 653-6056

FILED  
FEB 25 2021  
STATE TREASURER

PHILIP D. MURPHY  
Governor

LT. GOVERNOR SHEILA Y. OLIVERA  
Commissioner

DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer  
RE: MANHATTAN BEACH PHASE I URBAN RENEWAL LLC  
File # 2940  
An Urban Renewal Entity

This is to certify that the attached CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 24<sup>th</sup> day of February 2021 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS


By:   
Sean Thompson, Director  
Local Planning Services



EXHIBIT 4

RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION

**ACTION BY THE MANAGING MEMBER OF MANHATTAN BEACH PHASE I  
URBAN RENEWAL LLC**

The undersigned, being the manager of CP South Amboy LLC, the managing member (the "Managing Member") of MANHATTAN BEACH PHASE I URBAN RENEWAL LLC, a New Jersey limited liability company (the "Company" or "Entity"), does hereby acknowledge the following recitals, and adopt and approve the following resolution as the act of the Managing Member of the Company as of the \_\_\_ day of \_\_\_\_\_, 2025:

**WHEREAS**, the Company was formed to operate under P.L. 1991, c. 431 (C.40A:20-1 et seq.) and to implement and complete a project (the "Redevelopment Project") for the redevelopment of a redevelopment area pursuant to a redevelopment plan, and in furtherance of this purpose, the Company has submitted to the City of South Amboy (the "City") an application for tax abatement pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Application") and for the approval of a financial agreement memorializing such tax abatement (the "Financial Agreement");

**WHEREAS**, the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) as amended and supplemented (the "Redevelopment Law") promotes the social and economic improvement of the State of New Jersey (the "State") and its several municipalities, in part, by providing a process for the redevelopment, rehabilitation and improvement of residential, commercial, and industrial facilities;

**WHEREAS**, pursuant to the Redevelopment Law, the Redevelopment Project is a redevelopment project in a redevelopment area, within the meaning of such law;

**WHEREAS**, the Managing Member deems it to be in the best interest of the Company to submit the Application and, if approved, enter into the Financial Agreement, and that the Company shall benefit from the transactions described herein.

**NOW, THEREFORE, BE IT RESOLVED**, that the Company be, and hereby is authorized and directed to file the Application and, if approved, enter into, negotiate, and execute the Financial Agreement, substantially in the form included in the Application.

**FURTHER RESOLVED**, the Company, shall be and hereby is authorized and directed to file the Application and, if approved, execute the Financial Agreement, substantially in the form included in the Application.

**FURTHER RESOLVED**, that the authority conferred upon the Company by these written resolutions shall remain in full force and effect until written notice of revocation.

[signatures appear on the following page]

**IN WITNESS WHEREOF**, the undersigned has executed this written consent as of the day first written above.

**MANHATTAN BEACH PHASE I URBAN  
RENEWAL LLC,**  
by CP South Amboy, LLC, its Managing Member

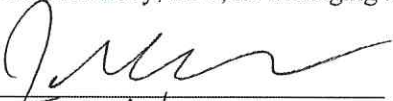
By:   
Name: Jeff Boston  
Title: Authorized Signatory

EXHIBIT 5

METES AND BOUNDS DESCRIPTION

June 3, 2021  
Job #: 19-8679


DESCRIPTION OF TAX LOT 24 BLOCK 161.02, CITY OF SOUTH AMBOY, MIDDLESEX COUNTY, NEW JERSEY

**BEGINNING AT A POINT ON THE EASTERLY SIDELINE OF ROSEWELL STREET, (50 FEET WIDE RIGHT OF WAY PER TAX MAP), SAID POINT BEING THE FOLLOWING TWO (2) COURSES FROM THE INTERSECTION OF THE WESTERLY SIDELINE OF ROSEWELL STREET WITH THE NORTHERLY SIDELINE OF HENRY STREET, (60.32 FEET WIDE RIGHT OF WAY PER TAX MAP):**

- a) NORTH 59 DEGREES 23 MINUTES 00 SECONDS EAST 50.00 FEET TO A POINT; THENCE
  - b) NORTH 30 DEGREES 37 MINUTES 00 SECONDS WEST 196.65 FEET TO THE **POINT AND PLACE OF BEGINNING**; AND RUNS THENCE
- 
- 1. ALONG THE NORTHEASTERLY SIDELINE OF ROSEWELL STREET, NORTH 30 DEGREES 37 MINUTES 00 SECONDS WEST 422.33 FEET TO A POINT; THENCE
  - 2. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 24 AND 25 BLOCK 161.02, NORTH 58 DEGREES 47 MINUTES 00 SECONDS EAST 982.12 FEET TO A POINT; THENCE
  - 3. ALONG THE BULKHEAD LINE, SOUTH 31 DEGREES 23 MINUTES 30 SECONDS EAST 432.65 FEET TO A POINT; THENCE
  - 4. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 23 AND 24 BLOCK 161.02, SOUTH 59 DEGREES 23 MINUTES 00 SECONDS WEST 987.92 FEET TO THE **POINT AND PLACE OF BEGINNING**

CONTAINING 421,072 S.F. OR 9.6665 ACRES OF LAND, MORE OR LESS

BEING PREPARED IN ACCORDANCE WITH A MAP ENTITLED "ALTA/NSPS LAND TITLE SURVEY, BLOCK 161.02, LOTS 20, 23, 24 & 24.01, ROSEWELL STREET, CITY OF SOUTH AMBOY, MIDDLESEX COUNTY, NEW JERSEY" PREPARED BY DPK CONSULTING, LLC, DATED JUNE 19, 2020 LAST REVISED DECEMBER 10, 2020 AS REV. #4.

  
\_\_\_\_\_  
JAMES J. HEISER  
PROFESSIONAL LAND SURVEYOR  
N.J. LIC. #24GS04331100



Dynamic Survey, LLC  
www.dynamic-survey-services.com  
1904 Main Street  
Lake Como, NJ 07719  
T. 732-749-8780

June 3, 2021  
Job #: 19-8679


DESCRIPTION OF TAX LOT 24.01 BLOCK 161.02, CITY OF SOUTH AMBOY, MIDDLESEX COUNTY, NEW JERSEY

**BEGINNING AT A POINT IN THE BULKHEAD LINE, SAID POINT BEING THE FOLLOWING THREE (3) COURSES FROM THE INTERSECTION OF THE WESTERLY SIDELINE OF ROSEWELL STREET, (50 FEET WIDE RIGHT OF WAY PER TAX MAP), WITH THE NORTHERLY SIDELINE OF HENRY STREET, (60.32 FEET WIDE RIGHT OF WAY PER TAX MAP):**

- a) NORTH 59 DEGREES 23 MINUTES 00 SECONDS EAST 50.00 FEET TO A POINT; THENCE
  - b) NORTH 30 DEGREES 37 MINUTES 00 SECONDS WEST 196.65 FEET TO A POINT; THENCE
  - c) NORTH 59 DEGREES 23 MINUTES 00 SECONDS EAST 987.92 FEET TO THE POINT AND PLACE OF BEGINNING; AND RUNS THENCE
1. ALONG THE BULKHEAD LINE, NORTH 31 DEGREES 23 MINUTES 30 SECONDS WEST 432.65 FEET TO A POINT; THENCE
  2. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 24.01 AND 90 BLOCK 161.02, NORTH 58 DEGREES 47 MINUTES 00 SECONDS EAST 1000.01 FEET TO A POINT; THENCE
  3. ALONG THE PIERHEAD LINE, SOUTH 31 DEGREES 23 MINUTES 30 SECONDS EAST 443.13 FEET TO A POINT; THENCE
  4. ALONG THE DIVIDING LINE BETWEEN TAX LOT 24.01 BLOCK 161.02 AND THE PORTION OF TAX LOT 20 GRANTED TO THE STATE OF NEW JERSEY PER D.B. 6389 PG. 738, SOUTH 59 DEGREES 23 MINUTES 00 SECONDS WEST 1000.09 FEET TO THE POINT AND PLACE OF BEGINNING

CONTAINING 437,891 S.F. OR 10.0526 ACRES OF LAND, MORE OR LESS

BEING PREPARED IN ACCORDANCE WITH A MAP ENTITLED "ALTA/NSPS LAND TITLE SURVEY, BLOCK 161.02, LOTS 20, 23, 24 & 24.01, ROSEWELL STREET, CITY OF SOUTH AMBOY, MIDDLESEX COUNTY, NEW JERSEY" PREPARED BY DPK CONSULTING, LLC, DATED JUNE 19, 2020 LAST REVISED DECEMBER 10, 2020 AS REV. #4.



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JAMES J. HEISER  
PROFESSIONAL LAND SURVEYOR  
N.J. LIC. #24GS04331100

June 3, 2021  
Job #: 19-8679

DESCRIPTION OF TAX LOT 20 BLOCK 161.02, CITY OF SOUTH AMBOY, MIDDLESEX COUNTY, NEW JERSEY

**BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY SIDELINE OF JOHN T. O'LEARY BOULEVARD, (60 FEET WIDE RIGHT OF WAY PER TAX MAP), AND THE NORTHWESTERLY SIDELINE OF RARITAN REACH ROAD, A.K.A. SPINNAKER DRIVE NORTH, (28 FEET WIDE RIGHT OF WAY PER TAX MAP); AND RUNS THENCE**

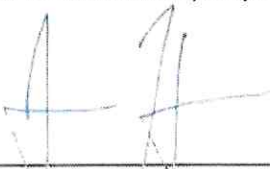
1. ALONG THE NORTHERLY SIDELINE OF JOHN T. O'LEARY BOULEVARD, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 51 MINUTES 05 SECONDS, A CHORD OF NORTH 88 DEGREES 15 MINUTES 11 SECONDS WEST 102.57 FEET FOR AN ARC LENGTH OF 102.94 FEET TO A POINT, BEING TANGENT TO THE FOLLOWING COURSE; THENCE
2. STILL ALONG THE NORTHERLY SIDELINE OF JOHN T. O'LEARY BOULEVARD, SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 100.00 FEET TO A POINT OF CURVATURE; THENCE
3. STILL ALONG THE NORTHERLY SIDELINE OF JOHN T. O'LEARY BOULEVARD, ALONG A CURVE TO THE RIGHT, TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 66 DEGREES 03 MINUTES 35 SECONDS, A CHORD OF NORTH 63 DEGREES 38 MINUTES 56 SECONDS WEST 316.14 FEET FOR AN ARC LENGTH OF 334.36 FEET TO A POINT; THENCE
4. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 22 BLOCK 161.02, NORTH 59 DEGREES 23 MINUTES 40 SECONDS EAST 90.00 FEET TO A POINT; THENCE
5. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 22 BLOCK 161.02, NORTH 03 DEGREES 56 MINUTES 27 SECONDS WEST 215.51 FEET TO A POINT; THENCE
6. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 22 BLOCK 161.02, SOUTH 59 DEGREES 23 MINUTES 40 SECONDS WEST 141.76 FEET TO A POINT; THENCE
7. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 22 BLOCK 161.02, NORTH 30 DEGREES 37 MINUTES 00 SECONDS WEST 8.50 FEET TO A POINT; THENCE
8. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 22 BLOCK 161.02, SOUTH 59 DEGREES 23 MINUTES 40 SECONDS WEST 55.00 FEET TO A POINT; THENCE
9. ALONG THE NORTHEASTERLY SIDELINE OF ROSEWELL STREET, (50 FEET WIDE RIGHT OF WAY PER TAX MAP), NORTH 30 DEGREES 37 MINUTES 00 SECONDS WEST 60.33 FEET TO A POINT; THENCE
10. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20, 23 AND 23.01 BLOCK 161.02, NORTH 59 DEGREES 23 MINUTES 40 SECONDS EAST 141.00 FEET TO A POINT; THENCE
11. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 23 BLOCK 161.02, NORTH 06 DEGREES 26 MINUTES 21 SECONDS WEST 133.34 FEET TO A POINT; THENCE
12. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 23 BLOCK 161.02, NORTH 59 DEGREES 23 MINUTES 40 SECONDS EAST 471.74 FEET TO A POINT; THENCE

13. ALONG THE DIVIDING LINE BETWEEN TAX LOT 20 BLOCK 161.02 AND THE PORTION OF TAX LOT 20 GRANTED TO THE STATE OF NEW JERSEY PER D.B. 6389 PG. 738, SOUTH 50 DEGREES 53 MINUTES 29 SECONDS EAST 105.37 FEET TO A POINT; THENCE
14. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOT 20 BLOCK 161.02 AND THE PORTION OF TAX LOT 20 GRANTED TO THE STATE OF NEW JERSEY PER D.B. 6389 PG. 738, SOUTH 31 DEGREES 18 MINUTES 14 SECONDS EAST 15.15 FEET TO A POINT; THENCE
15. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOT 20 BLOCK 161.02 AND THE PORTION OF TAX LOT 20 GRANTED TO THE STATE OF NEW JERSEY PER D.B. 6389 PG. 738, SOUTH 23 DEGREES 57 MINUTES 16 SECONDS WEST 195.80 FEET TO A POINT; THENCE
16. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOT 20 BLOCK 161.02 AND THE PORTION OF TAX LOT 20 GRANTED TO THE STATE OF NEW JERSEY PER D.B. 6389 PG. 738, SOUTH 87 DEGREES 56 MINUTES 37 SECONDS EAST 161.00 FEET TO A POINT; THENCE
17. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOT 20 BLOCK 161.02 AND THE PORTION OF TAX LOT 20 GRANTED TO THE STATE OF NEW JERSEY PER D.B. 6389 PG. 738, SOUTH 58 DEGREES 47 MINUTES 38 SECONDS EAST 70.70 FEET TO A POINT; THENCE
18. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOT 20 BLOCK 161.02 AND THE PORTION OF TAX LOT 20 GRANTED TO THE STATE OF NEW JERSEY PER D.B. 6389 PG. 738, SOUTH 03 DEGREES 12 MINUTES 26 SECONDS WEST 104.00 FEET TO A POINT; THENCE
19. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOT 20 BLOCK 161.02 AND THE PORTION OF TAX LOT 20 GRANTED TO THE STATE OF NEW JERSEY PER D.B. 6389 PG. 738, NORTH 59 DEGREES 23 MINUTES 40 SECONDS EAST 506.32 FEET TO A POINT; THENCE
20. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOT 20 BLOCK 161.02 AND THE PORTION OF TAX LOT 20 GRANTED TO THE STATE OF NEW JERSEY PER D.B. 6389 PG. 738, SOUTH 30 DEGREES 37 MINUTES 19 SECONDS EAST 113.15 FEET TO A POINT; THENCE
21. SOUTH 09 DEGREES 51 MINUTES 36 SECONDS WEST 24.25 FEET TO A POINT; THENCE
22. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 20.18 BLOCK 161.02, SOUTH 64 DEGREES 39 MINUTES 09 SECONDS WEST 129.38 FEET TO A POINT; THENCE
23. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 20.18 BLOCK 161.02, SOUTH 64 DEGREES 31 MINUTES 14 SECONDS WEST 83.01 FEET TO A POINT; THENCE
24. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 20.18 BLOCK 161.02, SOUTH 64 DEGREES 10 MINUTES 59 SECONDS WEST 64.30 FEET TO A POINT; THENCE
25. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 20.18 BLOCK 161.02, SOUTH 64 DEGREES 54 MINUTES 21 SECONDS WEST 87.72 FEET TO A POINT; THENCE
26. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 20.18 BLOCK 161.02, SOUTH 87 DEGREES 34 MINUTES 17 SECONDS WEST 14.46 FEET TO A POINT; THENCE
27. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 20.18 BLOCK 161.02, SOUTH 61 DEGREES 54 MINUTES 40 SECONDS WEST 130.30 FEET TO A POINT; THENCE
28. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 20.18 BLOCK 161.02, SOUTH 61 DEGREES 47 MINUTES 08 SECONDS WEST 30.68 FEET TO A POINT; THENCE
29. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 20.18 BLOCK 161.02, SOUTH 61 DEGREES 38 MINUTES 31 SECONDS WEST 16.66 FEET TO A POINT; THENCE
30. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 20.18 BLOCK 161.02, SOUTH 59 DEGREES 25 MINUTES 45 SECONDS WEST 87.74 FEET TO A POINT; THENCE

31. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 20.18 BLOCK 161.02, SOUTH 59 DEGREES 07 MINUTES 46 SECONDS WEST 10.25 FEET TO A POINT; THENCE
32. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 20.18 BLOCK 161.02, SOUTH 31 DEGREES 02 MINUTES 53 SECONDS EAST 129.05 FEET TO A POINT; THENCE
33. ALONG THE NORTHWESTERLY SIDELINE OF RARITAN REACH ROAD, SOUTH 59 DEGREES 23 MINUTES 40 SECONDS WEST 20.15 FEET TO A POINT; THENCE
34. STILL ALONG THE NORTHWESTERLY SIDELINE OF RARITAN REACH ROAD, ALONG A CURVE TO THE LEFT, TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 114.00 FEET, A CENTRAL ANGLE OF 45 DEGREES 44 MINUTES 26 SECONDS, A CHORD OF SOUTH 36 DEGREES 31 MINUTES 27 SECONDS WEST 88.61 FEET FOR AN ARC LENGTH OF 91.01 FEET TO A POINT; THENCE
35. STILL ALONG THE NORTHWESTERLY SIDELINE OF RARITAN REACH ROAD, SOUTH 13 DEGREES 39 MINUTES 14 SECONDS WEST 39.30 FEET TO A POINT; THENCE
36. STILL ALONG THE NORTHWESTERLY SIDELINE OF RARITAN REACH ROAD, ALONG A CURVE TO THE RIGHT, TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 18 DEGREES 13 MINUTES 12 SECONDS, A CHORD OF SOUTH 22 DEGREES 45 MINUTES 50 SECONDS WEST 7.92 FEET FOR AN ARC LENGTH OF 7.95 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 414,347 S.F. OR 9.5121 ACRES OF LAND, MORE OR LESS

BEING PREPARED IN ACCORDANCE WITH A MAP ENTITLED "ALTA/NSPS LAND TITLE SURVEY, BLOCK 161.02, LOTS 20, 23, 24 & 24.01, ROSEWELL STREET, CITY OF SOUTH AMBOY, MIDDLESEX COUNTY, NEW JERSEY" PREPARED BY DPK CONSULTING, LLC, DATED JUNE 19, 2020, LAST REVISED DECEMBER 10, 2020 AS REV. #4.



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JAMES V. HEISER  
PROFESSIONAL LAND SURVEYOR  
N.J. LIC. #24GS04331100

June 3, 2021  
Job #: 19-8679

DESCRIPTION OF TAX LOT 23 BLOCK 161.02, CITY OF SOUTH AMBOY, MIDDLESEX COUNTY, NEW JERSEY

**BEGINNING** AT A POINT ON THE EASTERLY SIDELINE OF ROSEWELL STREET, (50 FEET WIDE RIGHT OF WAY PER TAX MAP), SAID POINT BEING THE FOLLOWING TWO (2) COURSES FROM THE INTERSECTION OF THE WESTERLY SIDELINE OF ROSEWELL STREET WITH THE NORTHERLY SIDELINE OF HENRY STREET, (60.32 FEET WIDE RIGHT OF WAY PER TAX MAP):

- a) NORTH 59 DEGREES 23 MINUTES 00 SECONDS EAST 50.00 FEET TO A POINT; THENCE
  - b) NORTH 30 DEGREES 37 MINUTES 00 SECONDS WEST 121.65 FEET TO THE POINT AND PLACE OF BEGINNING; AND RUNS THENCE
1. ALONG THE NORTHEASTERLY SIDELINE OF ROSEWELL STREET, NORTH 30 DEGREES 37 MINUTES 00 SECONDS WEST 75.00 FEET TO A POINT; THENCE
  2. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 23 AND 24 BLOCK 161.02, NORTH 59 DEGREES 23 MINUTES 00 SECONDS EAST 987.92 FEET TO A POINT; THENCE
  3. ALONG THE BULKHEAD LINE, SOUTH 31 DEGREES 23 MINUTES 30 SECONDS EAST 75.20 FEET TO A POINT; THENCE
  4. ALONG THE DIVIDING LINE BETWEEN TAX LOT 23 BLOCK 161.02 AND THE PORTION OF TAX LOT 20 GRANTED TO THE STATE OF NEW JERSEY PER D.B. 6389 PG. 738, SOUTH 59 DEGREES 23 MINUTES 40 SECONDS WEST 793.32 FEET TO A POINT; THENCE
  5. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20 AND 23 BLOCK 161.02, SOUTH 06 DEGREES 26 MINUTES 21 SECONDS EAST 133.34 FEET TO A POINT; THENCE
  6. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 20, 23 AND 23.01 BLOCK 161.02, SOUTH 59 DEGREES 23 MINUTES 40 SECONDS WEST 3.00 FEET TO A POINT; THENCE
  7. ALONG THE DIVIDING LINE BETWEEN TAX LOTS 23 AND 23.01 BLOCK 161.02, NORTH 30 DEGREES 37 MINUTES 00 SECONDS WEST 121.65 FEET TO A POINT; THENCE
  8. STILL ALONG THE DIVIDING LINE BETWEEN TAX LOTS 23 AND 23.01 BLOCK 161.02, SOUTH 59 DEGREES 23 MINUTES 40 SECONDS WEST 138.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 77,915 S.F. OR 1.7887 ACRES OF LAND, MORE OR LESS

BEING PREPARED IN ACCORDANCE WITH A MAP ENTITLED "ALTA/NSPS LAND TITLE SURVEY, BLOCK 161.02, LOTS 20, 23, 24 & 24.01, ROSEWELL STREET, CITY OF SOUTH AMBOY, MIDDLESEX COUNTY, NEW JERSEY" PREPARED BY DPK CONSULTING, LLC, DATED JUNE 19, 2020, LAST REVISED DECEMBER 10, 2020 AS REV. #4.

  
\_\_\_\_\_  
JAMES J. HEISER  
PROFESSIONAL LAND SURVEYOR  
N.J. LIC. #24GS04331100

EXHIBIT 6

SURVEY

**AS-SURVEYED DESCRIPTION**

NOTE: THIS SURVEY IS A RECONSTRUCTION OF THE SURVEY MADE BY JOHN W. HANCOCK, JR., SURVEYOR, IN 1887, AS SHOWN ON THE ORIGINAL SURVEY MAP AND AS RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, NEW JERSEY, IN 1887. THE SURVEY IS A RECONSTRUCTION OF THE SURVEY MADE BY JOHN W. HANCOCK, JR., SURVEYOR, IN 1887, AS SHOWN ON THE ORIGINAL SURVEY MAP AND AS RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, NEW JERSEY, IN 1887.

**TITLE INFORMATION**

THE SURVEY IS A RECONSTRUCTION OF THE SURVEY MADE BY JOHN W. HANCOCK, JR., SURVEYOR, IN 1887, AS SHOWN ON THE ORIGINAL SURVEY MAP AND AS RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, NEW JERSEY, IN 1887.

**SURVEYOR'S NOTES**

1. THE SURVEY IS A RECONSTRUCTION OF THE SURVEY MADE BY JOHN W. HANCOCK, JR., SURVEYOR, IN 1887, AS SHOWN ON THE ORIGINAL SURVEY MAP AND AS RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, NEW JERSEY, IN 1887.

**MAP REFERENCES**

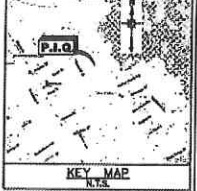
1. THE SURVEY IS A RECONSTRUCTION OF THE SURVEY MADE BY JOHN W. HANCOCK, JR., SURVEYOR, IN 1887, AS SHOWN ON THE ORIGINAL SURVEY MAP AND AS RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, NEW JERSEY, IN 1887.

**SURVEYOR CERTIFICATION**

I, JAMES J. WEISER, SURVEYOR, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF NEW JERSEY AND THAT I HAVE PERSONALLY CONDUCTED THIS SURVEY AND THAT THE RESULTS THEREOF ARE TRUE AND CORRECT.

**SCHEDULE 'W' SECTION 8 EXCEPTIONS**

1. THE SURVEY IS A RECONSTRUCTION OF THE SURVEY MADE BY JOHN W. HANCOCK, JR., SURVEYOR, IN 1887, AS SHOWN ON THE ORIGINAL SURVEY MAP AND AS RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, NEW JERSEY, IN 1887.

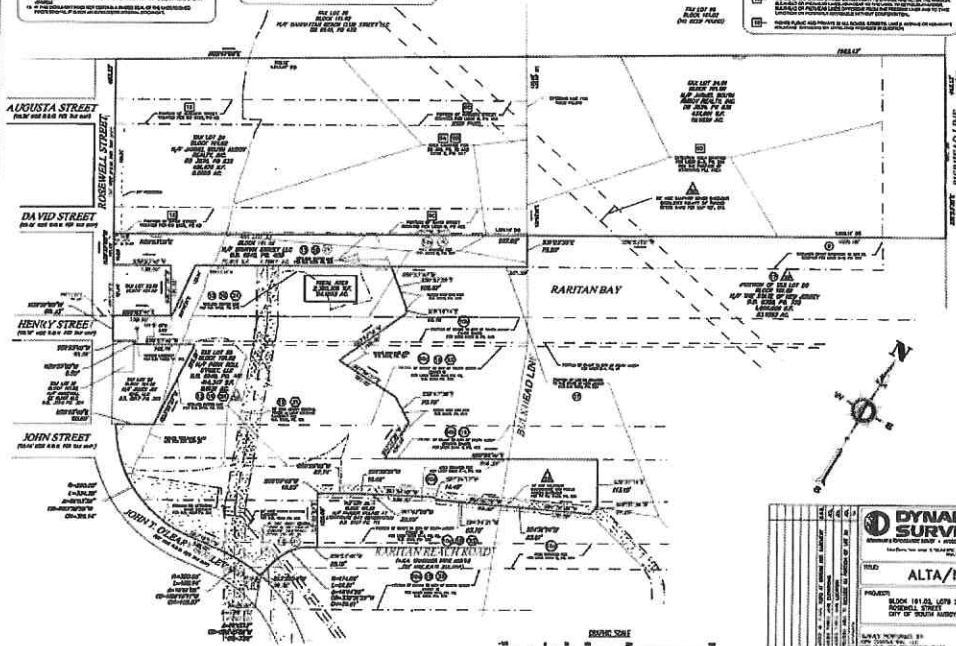


**SCHEDULE 'W' SECTION 8 EXCEPTIONS**

1. THE SURVEY IS A RECONSTRUCTION OF THE SURVEY MADE BY JOHN W. HANCOCK, JR., SURVEYOR, IN 1887, AS SHOWN ON THE ORIGINAL SURVEY MAP AND AS RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, NEW JERSEY, IN 1887.

**AS-SURVEYED DESCRIPTION**

NOTE: THIS SURVEY IS A RECONSTRUCTION OF THE SURVEY MADE BY JOHN W. HANCOCK, JR., SURVEYOR, IN 1887, AS SHOWN ON THE ORIGINAL SURVEY MAP AND AS RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, NEW JERSEY, IN 1887.



**DYNAMIC SURVEY, LLC**

ALTA/NSPS LAND TITLE SURVEY

PROJECT: BLOCK 1814, LOTS 13, 14 & 15A, RARITAN BAY, CITY OF BRIDGE TOWNSHIP, WOODBURY COUNTY, NEW JERSEY

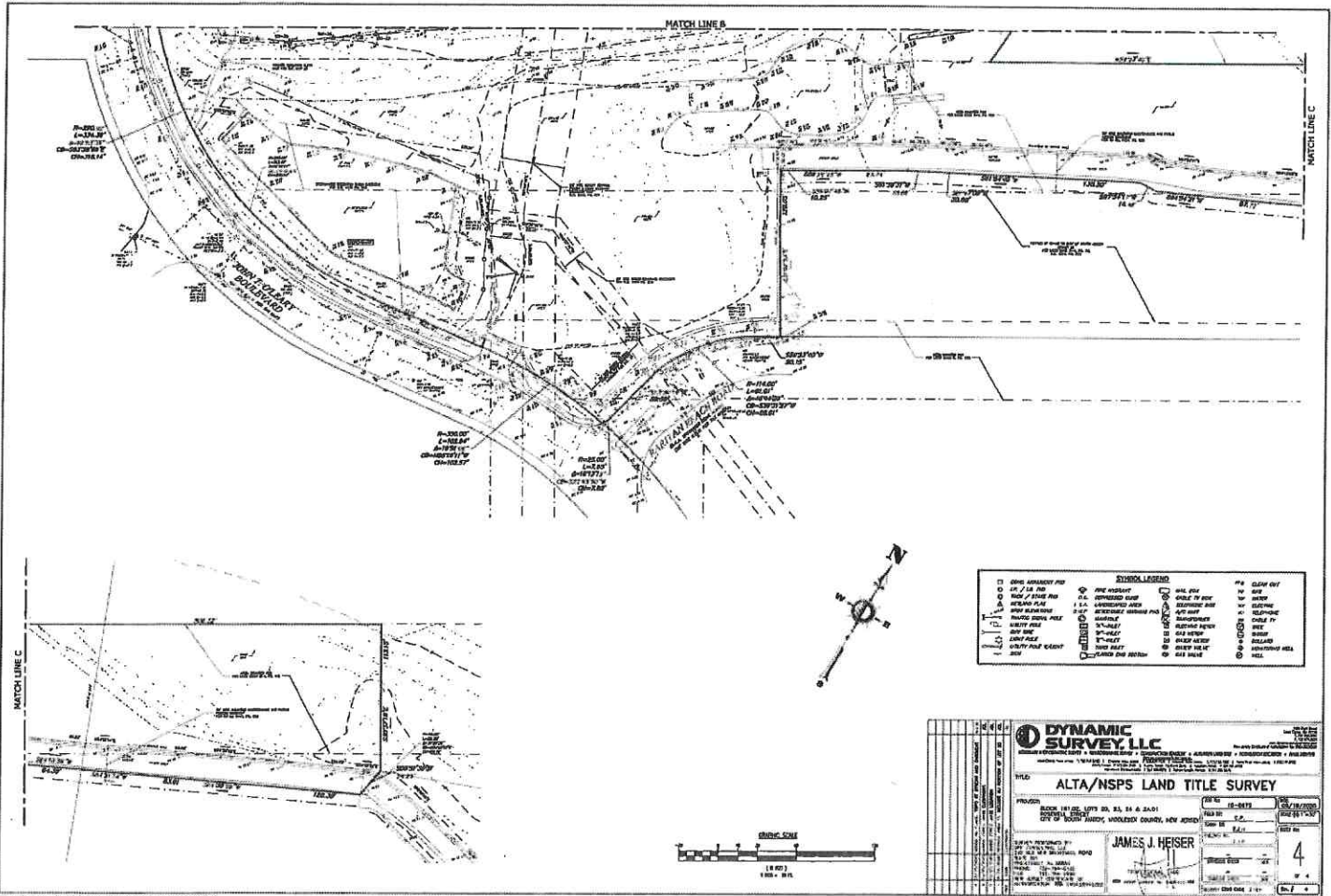
SURVEYOR: JAMES J. WEISER

DATE: 08/11/2020

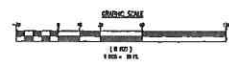
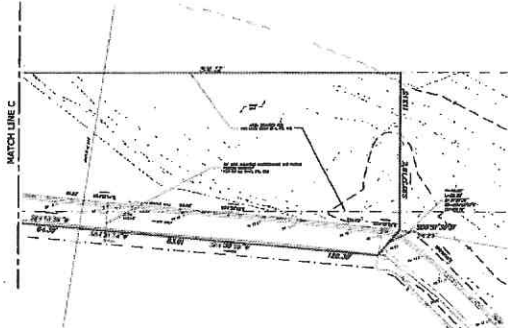
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<b>DYNAMIC SURVEY, LLC</b> 1000 W. 10TH ST. SUITE 100 DENVER, CO 80202 PHONE: (303) 733-1111 FAX: (303) 733-1112 WWW.DYNAMICSURVEY.COM	
<b>ALTA/NSPS LAND TITLE SURVEY</b>	
PROJECT: BOOK 1812, LOTS 23, 24 & 24-01 COUNTY OF WOODBURY, WOODBURY COUNTY, MO.	DATE: 10/15/2013
SURVEY PREPARED BY: JAMES J. HEISER	SHEET NO.: 4
TOTAL SHEETS: 4	DATE PLOTTED: 10/15/2013

Exhibit 7

COPY OF DEED, PURCHASE AND SALE AGREEMENT OR LEASE AGREEMENT

Please attach evidence that applicant has legal control over site(s) included in the proposed project.

EXHIBIT 7-A

Manhattan Beach Phase I Urban Renewal LLC acquired title to the subject property by virtue of the following deeds:

1. **Block 161.02, Lot 20:** From *Pork Roll Street, LLC* to *Manhattan Beach Phase I Urban Renewal LLC*, dated August 31, 2022
2. **Block 161.02, Lot 23:** From *Skurvin Street, LLC* to *Manhattan Beach Phase I Urban Renewal LLC*, dated August 31, 2022
3. **Block 161.02, Lots 24 and 24.01:** From *Jarmel South Amboy Realty, Inc.* to *Manhattan Beach Phase I Urban Renewal LLC*, dated July 27, 2022

NARRATIVE DESCRIPTION OF PROJECT

Provide a brief narrative description of the project, including the height and bulk of proposed improvements, type of construction materials to be used and expected square foot area of each proposed use. Indicate the number and type of each unit to be constructed as part of the project and whether the project will be restricted to any group or groups on the basis of age or income. Include maps, renderings, floor plans and other graphic materials if available.

## NARRATIVE DESCRIPTION OF PROJECT

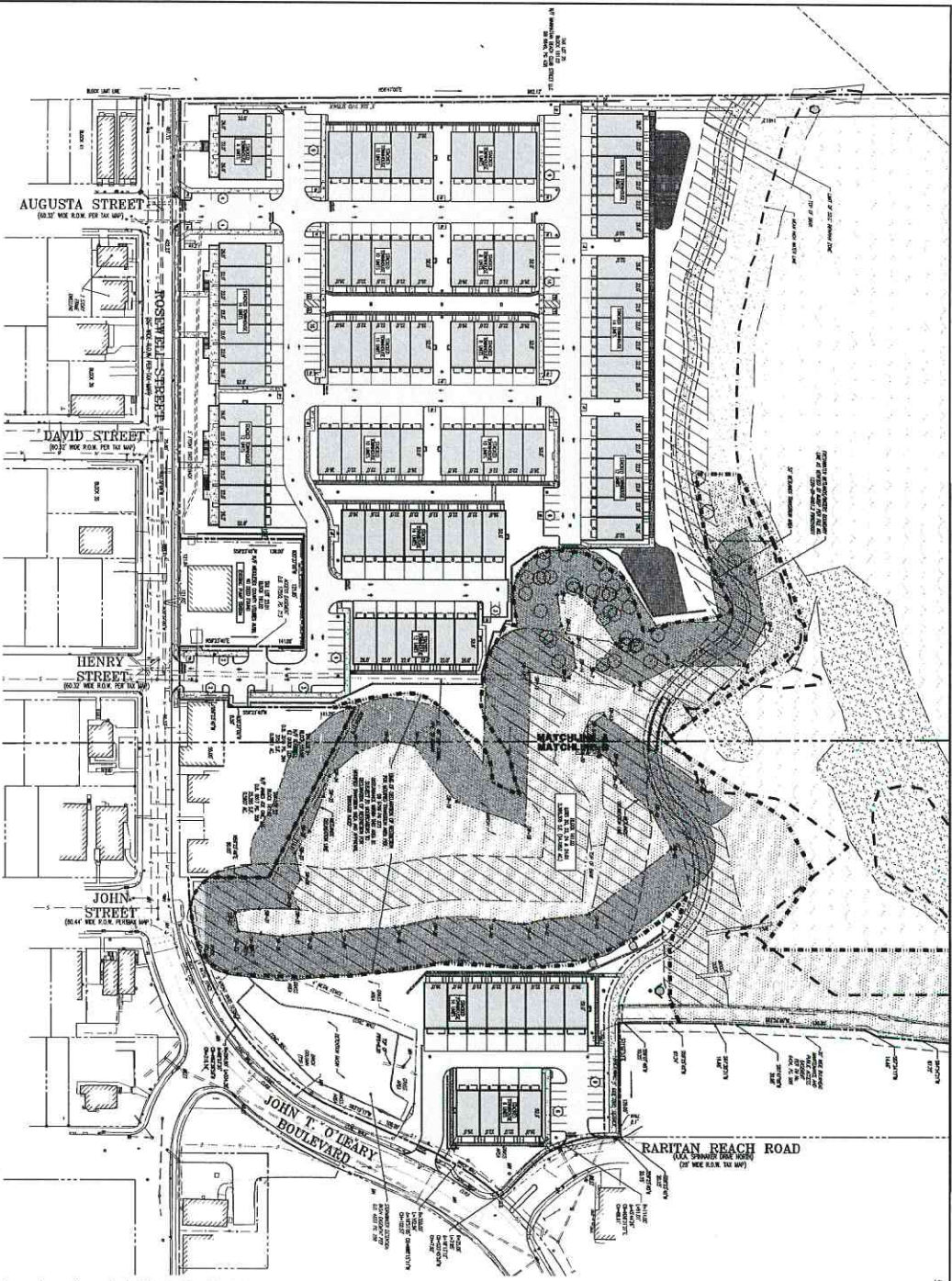
Manhattan Beach Phase I Urban Renewal, LLC (the “**Applicant**”) is seeking a tax exemption (the “**Exemption**”) under the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1, et seq.* (the “**Tax Law**”) in order to facilitate its redevelopment of property currently known on the tax maps of the City of South Amboy as Block 161.02, Lots 20, 23, 24, and 24.01 (the “**Property**”). The Property is located within the Beach Club District redevelopment area and is subject to the Beach Club District Redevelopment Plan, as amended.

Applicant is the owner of the Property, where it intends to construct a multi-phased project consisting of approximately 196 for-sale residential units, up to 493 parking spaces, an affordable housing component, stormwater management facilities, and other associated site improvements (the “**Project**”, as more particularly depicted on the overall site plan attached hereto as **Schedule A**). The affordable housing component will consist of no less than forty (40) nor more than fifty-four (54) affordable housing units. The residential units will consist of a series of stacked townhomes, each composed of two vertically arranged units—one lower-level unit and one upper-level unit—connected side-by-side in a linear module of between 3 and 8 stacked townhomes. Two-bedroom and three-bedroom units will be available, with two-bedroom units having a floor area of at least 950 s.f. and three-bedroom units having a floor area of at least 1,150 s.f. In addition, each unit within a stacked townhome will have 1 enclosed garage space and 1 tandem driveway space.

The for-sale residential units will be constructed in nine phases, as follows: approximately 18 for-sale residential units in Phase 1; approximately 18 for-sale residential units in Phase 2; approximately 26 for-sale residential units in Phase 3; approximately 18 for-sale residential units in Phase 4; approximately 26 for-sale residential units in Phase 5; approximately 18 for-sale residential units in Phase 6; approximately 26 for-sale residential units in Phase 7; approximately 22 for-sale residential units in Phase 8; and approximately 24 for-sale residential units in Phase 9. It is anticipated that Phase 1 through 9 of the Project will not have restrictions relating to age or income. A separate phase will be dedicated to construction of the affordable housing component.

In accordance with the Tax Law, Applicant is seeking an Exemption and financial agreement with a term of ten (10) years from the date of completion of the Project. If the Exemption is granted, then as required by the Tax Law, the Applicant and the City will enter into a financial agreement, a proposed form of which is attached to this Application as Exhibit 19 (the “**Financial Agreement**”). Pursuant to the Financial Agreement and in accord with the Tax Law, the Applicant will pay the City an annual service charge in lieu of traditional real estate taxes upon completion of the Project (a “**PILOT**”). The annual PILOT will be calculated as set forth in the Financial Agreement, or the applicable statutory percentage of taxes which would otherwise be due.

**SCHEDULE A**



REFER TO SHEETS 31-34 FOR LIMITS OF REGULATED AREAS UNDER MAJOR JURISDICTION.



**TOTAL RESIDENTIAL UNITS = 340 UNITS**

LANDING	UNIT TYPE	UNIT COUNT
1	1-BED	100
2	2-BED	100
3	3-BED	100
4	4-BED	40
5	5-BED	0
6	6-BED	0
7	7-BED	0
8	8-BED	0
9	9-BED	0
10	10-BED	0
11	11-BED	0
12	12-BED	0
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33	33-BED	0
34	34-BED	0

**THOMAS ENGINEERING**  
 PROFESSIONAL ENGINEERS  
 1000 WEST 10TH STREET, SUITE 100  
 ANNE ARBOR, MI 48106  
 TEL: 734.769.1234  
 FAX: 734.769.1235  
 WWW.THEENGINEERINGFIRM.COM

**DYNAMIC ENGINEERING**  
 1000 WEST 10TH STREET, SUITE 100  
 ANNE ARBOR, MI 48106  
 TEL: 734.769.1234  
 FAX: 734.769.1235  
 WWW.DYNAMICENGINEERING.COM

**OVERALL SITE PLAN**

PROJECT: **MUNICIPAL ECONOMIC DEVELOPMENT**  
 1000 WEST 10TH STREET, SUITE 100, ANNE ARBOR, MI 48106

DATE: 07/24/25  
 DRAWN BY: gml/ash  
 CHECKED BY: gml/ash  
 SCALE: AS SHOWN

**DRAFT**

7 OF 34

**GENERAL NOTES**

- SEE SHEET 31 FOR GENERAL NOTES ON CONSTRUCTION.
- SEE SHEET 32 FOR GENERAL NOTES ON CONSTRUCTION.
- SEE SHEET 33 FOR GENERAL NOTES ON CONSTRUCTION.
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- SEE SHEET 100 FOR GENERAL NOTES ON CONSTRUCTION.



EXHIBIT 9

SITE PLAN APPROVAL BY PLANNING BOARD

[Not yet available]

SITE PLAN APPROVAL RESOLUTION

[Not yet available]

EXHIBIT 11

TOTAL PROJECT COST ESTIMATE


Attach a Total Project Cost Estimate in sufficient level of detail. This estimate must be prepared by a licensed architect or engineer.

STATE OF NEW JERSEY )  
  )SS  
COUNTY OF   Middlesex                    )


**MANHATTAN BEACH PHASE I URBAN RENEWAL LLC;**  
**CERTIFICATION OF PROJECTED CONSTRUCTION COSTS**

In accordance with the Application for a Long-Term Tax Abatement ("Application") by Manhattan Beach Phase I Urban Renewal LLC (the "URE") to the City of South Amboy (the "City"), the undersigned certifies to the URE as follows:

1. I am architect licensed to practice in the State of New Jersey (License No.   22626  ).
2. The project will consist of 196 market-rate residential for-sale townhome units, to be undertaken in nine (9) phases as follows: Phase 1 - 18 units; Phase 2 - 18 units; Phase 3 - 26 units; Phase 4 - 18 units; Phase 5 - 26 units; Phase 6 - 18 units; Phase 7 - 26 units; Phase 8 - 22 units; and Phase 9 - 24 units. Serving as architect, I am familiar with the proposed construction of the project that is the subject of the Application (the "Project").
3. To the best of my knowledge, information and belief, based on review of the Project and the Project costs, as shown by the plans and other data provided by the URE, the projected Total Project Cost, including soft costs, is **\$109,377,225** as detailed on **Exhibit 11-A** to this Certification.
4. I am providing this certification, at the URE's request, for the limited purpose of compliance with the application requirements for a Long-Term Tax Exemption. This certificate may not be used for any other purpose without my consent


  
Name: Christopher Farnum  
Title: Principal

Sworn to and subscribed before me  
this 31<sup>st</sup> day of Oct, 2025.

  
Name:

[Notary Public]

**LAURA A. HILL**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission No.: 2024116**  
**My Commission Expires**  
**from Jan 15, 2022 - Jan 15, 2027**



**South Amboy - Townhome Development**

**Total Project Cost Estimate**

Development Budget		Total	\$/Unit
Land / Costs Spent To-Date		\$17,565,000	\$89,617
<b>Subtotal Land Costs</b>		<b>\$17,565,000</b>	<b>\$89,617</b>
<b>Hard Costs</b>			
Site Work		\$8,000,000	\$40,816
Ground Improvements		\$1,500,000	\$7,653
Sheet Pile		\$1,500,000	\$7,653
Vertical Construction		\$49,000,000	\$250,000
NWFF Grant		\$1,000,000	\$5,102
Hardscaping / Landscaping		\$325,000	\$1,658
JCP&L Substation		\$1,250,000	\$6,378
General Conditions / Insurance / CM Fees	13.00%	\$8,134,750	\$41,504
Hard Cost Contingency	10.00%	\$7,070,975	\$36,076
<b>Subtotal Hard Costs</b>		<b>\$77,780,725</b>	<b>\$396,840</b>
<b>Soft Costs</b>			
Architecture & Engineering		\$1,000,000	\$5,102
Professional Testing & Inspections Fees		\$400,000	\$2,041
Permits		\$750,000	\$3,827
Water & Sewer Tap Fees		\$860,000	\$4,388
Real Estate Taxes		\$250,000	\$1,276
Legal & Land Use		\$250,000	\$1,276
Administrative / Consulting Fees		\$50,000	\$255
Other Municipal Fees		\$505,000	\$2,577
Insurance		\$600,000	\$3,061
Developer Fee	4.00%	\$4,000,000	\$20,408
Soft Cost Contingency	10.00%	\$866,500	\$4,421
<b>Soft Cost Subtotal</b>		<b>\$9,531,500</b>	<b>\$48,630</b>
<b>Total Construction Cost</b>		<b>\$104,877,225</b>	<b>\$535,088</b>
<b>Financing Costs</b>			
Interest Expense		\$4,000,000	\$20,408
Loan Closing Costs + Fees		\$500,000	\$2,551
<b>Subtotal Financing Costs</b>		<b>\$4,500,000</b>	<b>\$22,959</b>
<b>Total Budget</b>		<b>\$109,377,225</b>	<b>\$558,047</b>

EXHIBIT 12

TOTAL PROJECT COST ESTIMATE FOR EACH UNIT TYPE

Attach a summary of the estimated costs for each unit, broken down by type of unit. This information can be presented in summary form. This estimate must also be prepared by a licensed architect or engineer.



**South Amboy - Townhome Development**

Cost Estimate for Each Unit Type

	Unit A	Unit B	Unit C	Unit D	Total
Cost Estimate for Each Unit Type	\$ 24,416,927	\$ 17,481,904	\$ 40,224,698	\$ 27,253,696	\$ 109,377,225
Number of Units	62	36	62	36	196
Unit Size	1,004	1,238	1,654	1,930	1,423

EXHIBIT 13

PROJECT PRO FORMA

**South Amboy - Townhome Development**

Proforma

Development Budget	WITH PILOT		WITHOUT PILOT	
	Units	Total	Total	\$/Unit
<b>Projected Revenue</b>				
Unit A	62	\$36,580,000	\$35,340,000	\$570,000
Unit B	36	\$24,480,000	\$23,760,000	\$660,000
Unit C	62	\$45,880,000	\$44,640,000	\$720,000
Unit D	36	\$28,440,000	\$27,720,000	\$770,000
<b>Total Gross Revenue</b>	196	\$135,380,000	\$131,460,000	\$670,714
Sales Costs - Broker, Transfer, Legal, Staffing, Marketing	6.0%	(\$8,122,800)	(\$7,887,600)	(\$40,243)
<b>Net Revenue</b>		\$127,257,200	\$123,572,400	\$630,471
<b>Total Budget</b>		\$109,377,225	\$109,377,697	\$558,049
<b>Projected Profit</b>		\$17,879,975	\$14,194,703	\$72,422
<b>Margin</b>		16.3%	13.0%	

EXHIBIT 13-B

South Amboy Rosewell Townhomes

	Unit A	Unit B	Unit C	Unit D	Total
Projected Sale Price of Units	\$ 590,000	\$ 680,000	\$ 740,000	\$ 790,000	\$ 690,714
Number of Units	62	36	62	36	196
Unit Size	1,004	1,238	1,654	1,930	1,423
Price Per SF	\$588	\$549	\$447	\$409	\$486

PROJECT FINANCING PLAN

Attach a detailed explanation of the expected method by which the project will be financed, indicating the amount of equity to be contributed and its source, all public loans and/or grants that are to be used and all private sources of capital.

**South Amboy - Townhome Development**

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**Financing Plan**

It is anticipated that the Project will be financed through a combination of developer equity and a first lien construction loan in the following amounts:

Developer Equity:	\$43,750,890
Construction Loan:	\$65,626,335
<b>Total:</b>	<b>\$109,377,225</b>

EXHIBIT 15

PRIVATE FINANCING COMMITMENTS

Attach certified copies of any and all letters from public or private sources of capital indicating a commitment to make funds available for the project.

[None available]

***South Amboy - Townhome Development***  
**Private Financing Commitments**

---

No commitment letters are available at this time.

EXHIBIT 16

EXPLANATION OF NEED FOR TAX EXEMPTION

Attach an explanation of why the applicant believes that a long term tax exemption is necessary to make this Project economically feasible. Include specific figures where possible to explain any financing gaps.

***South Amboy - Townhome Development***

---

**Explanation of the Need for Tax Exemption**

Without the requested tax exemption, the projected returns are not sufficient to attract the equity and debt financing required to make the project feasible. In this scenario, the project yields a profit margin of 13.0%. With the requested tax exemption, the profit margin increases to 16.3%. These enhanced returns are sufficient to attract the necessary capital and support the successful development of the project.

PROJECT SCHEDULE

Attach a detailed schedule of the key milestone dates in the approval, construction and leasing or sale of the project.

**PROJECT SCHEDULE**

Submit Site Plan Application for the Project	<b>Within 60 days of the Effective Date</b>
Commence Construction on Phase 1	<b>6 Months following Receipt of all Final and Unappealable Local, State and Federal Approvals</b>
Complete Construction on Phase 1	<b>12 Months after Commencement of Phase 1</b>
Commence Construction on Phase 2	<b>6 Months following Completion of Phase 1</b>
Complete Construction on Phase 2	<b>6 Months following Commencement of Phase 2</b>
Commence Construction on Phase 3	<b>6 Months following Commencement of Phase 2</b>
Complete Construction on Phase 3	<b>6 Months following Commencement of Phase 3</b>
Commence Construction on Phase 4	<b>6 Months following Commencement of Phase 3</b>
Complete Construction on Phase 4	<b>6 Months following Commencement of Phase 4</b>
Commence Construction on Phase 5	<b>6 Months following Commencement of Phase 4</b>
Complete Construction on Phase 5	<b>6 Months following Commencement of Phase 5</b>
Commence Construction on Phase 6	<b>6 Months following Commencement of Phase 5</b>
Complete Construction on Phase 6	<b>6 Months following Commencement of Phase 6</b>
Commence Construction on Phase 7	<b>6 Months following Commencement of Phase 6</b>
Complete Construction on Phase 7	<b>6 Months following Commencement of Phase 7</b>
Commence Construction on Phase 8	<b>6 Months following Commencement of Phase 7</b>
Complete Construction on Phase 8	<b>6 Months following Commencement of Phase 8</b>
Commence Construction on Phase 9	<b>6 Months following Commencement of Phase 8</b>
Complete Construction on Phase 9	<b>6 Months following Commencement of Phase 9</b>
Submit Site Plan Application for Affordable Housing Component	<b>On or before Commencement of Phase 7, provided all conditions in Section 5.1(b) of the</b>

	<b>Redevelopment Agreement, as amended, are satisfied</b>
Commence Construction on Affordable Housing Component	<b>6 Months following Receipt of all Final and Unappealable Local, State and Federal Approvals</b>
Complete Construction on Affordable Housing Component	<b>6 Months after Commencement of Affordable Housing Component</b>

SUMMARY OF PROJECT BENEFITS

Attach a summary of all the public benefits associated with this project, including, at a minimum, the number and type of construction jobs anticipated, the number and type of permanent jobs to be created and the amount of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, water and sewer fees and any other municipal payments.

SUMMARY OF PROJECT BENEFITS

The Project as a whole will transform a vacant, long contaminated site into an attractive residential development.

It is projected that the Project will generate approximately one hundred fifty (150) to two hundred (200) construction jobs and two (2) permanent jobs.

It is further projected that the Project will generate, over the ten (10) year tax exemption term, approximately \$17,650,000 in municipal revenue (\$9,000 avg. per unit x 196 units x 10 years).

The Project will also generate payments to the City for construction permits during construction and for water and sewer annually thereafter.

FORM OF FINANCIAL AGREEMENT

The appropriate form of Financial Agreement should be attached to this application.

## AMENDED AND RESTATED FINANCIAL AGREEMENT

**THIS AMENDED AND RESTATED FINANCIAL AGREEMENT** (hereinafter this “**Agreement**” or “**Financial Agreement**”), made this \_\_\_\_ day of \_\_\_\_\_, 2026, (the “**Effective Date**”) by and between **MANHATTAN BEACH PHASE I URBAN RENEWAL LLC**, an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, as amended and supplemented (the “**Long Term Tax Exemption Law**”), with offices at 32 Mount Kemble Ave, Morristown, New Jersey 07960 (the “**Entity**” or “**Urban Renewal Entity**”) and the **CITY OF SOUTH AMBOY**, a municipal corporation in the County of Middlesex and the State of New Jersey (the “**City**”, and together with the Urban Renewal Entity, the “**Parties**” or “**Party**”).

### WITNESSETH:

**WHEREAS**, the City is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) to determine whether certain parcels of land within the City constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

**WHEREAS**, by resolutions duly adopted, the City Council designated certain properties within the City, including without limitation, the parcels currently identified on the tax maps of the City as Block 161.02, Lot 20, 23, 24, 24.01, 25, 90, 90.01, 6.02 and a portion of Lot 20.01 (the “**Redevelopment Area**”) as an “area in need of redevelopment” pursuant to the Redevelopment Law and the redevelopment laws which preceded it; and

**WHEREAS**, in accordance with the Redevelopment Law, and by ordinances duly adopted, the City Council adopted various redevelopment plans for the Redevelopment Area; and

**WHEREAS**, the South Amboy Redevelopment Agency (“**SARA**”) may exercise all powers, duties and functions relating to redevelopment in the manner of a redevelopment entity under the Redevelopment Law, which powers include contracting with redevelopers for the planning, replanning, construction, or undertaking of any project or redevelopment work under N.J.S.A. 40A:12A-8.f; and

**WHEREAS**, affiliates of the Urban Renewal Entity have extensive experience in real estate development, remediation, and construction, especially involving property in designated redevelopment areas as well as the financial capacity and wherewithal sufficient to support the redevelopment of the Redevelopment Area; and

**WHEREAS**, the City enacted the “Beach Club District Redevelopment Plan” on December 17, 2014, as amended and supplemented on December 19, 2018, and as may be further amended and supplemented from time to time (collectively, the “Redevelopment Plan”), which governs redevelopment in the Redevelopment Area, including that portion of the Redevelopment Area comprised of Block 161.02, Lots 20, 23, 24, and 24.01 (the “**Property**,” as more particularly described in Exhibit A hereto); and

**WHEREAS**, SARA has previously duly designated Manhattan Beach Club Street, LLC (the “**Master Redeveloper**”) as master redeveloper of the Redevelopment Area, and the City and SARA have entered into that certain tri-party Amended and Restated Redevelopment Agreement with Master Redeveloper (the “**Master Redevelopment Agreement**”) relating thereto; and

**WHEREAS**, the Urban Renewal Entity, through its affiliates, contracted with affiliates of the Master Redeveloper for the acquisition of Block 161.02, Lots 20 and 23, and with the current owner of Block 161.02, Lots 24 and 24.01, to acquire the Property and currently owns the Property; and

**WHEREAS**, on March 1, 2022, SARA and the Entity entered into that certain Redevelopment Agreement (the “**Original Redevelopment Agreement**”) to redevelop the Property by constructing thereon a multi-phased project totaling approximately 486 residential rental units apportioned amongst the three phases (the “**Original Project**”); and

**WHEREAS**, in accordance with the Long Term Tax Exemption Law, the Urban Renewal Entity submitted an application to the City for approval of a long term tax exemption for the Original Project (the “**Original Application**”); and

**WHEREAS**, on November 22, 2021, the City Council adopted Ordinance No. 2021-19, entitled, “Ordinance of the City of South Amboy, County of Middlesex, New Jersey Approving Application for a Long Term Tax Exemption and Authorizing the Execution of a Financial Agreement with Manhattan Beach Phase I Urban Renewal LLC” (the “**Original Ordinance**”), approving the Original Application and authorizing the execution of a financial agreement with a term of thirty (30) years (the “**Original Financial Agreement**”); and

**WHEREAS**, since the City’s adoption of the Original Ordinance approving the Original Application and Original Financial Agreement, Redeveloper proposed modifications to the Original Project, some of which are meant to address market realities based, in part, on the demand for for-sale residential housing, but which nonetheless changed the scope of the Original Project and warranted an amendment to the Original Redevelopment Agreement, all done in accordance with the requirements of the Redevelopment Plan, as amended, and Applicable Law; and

**WHEREAS**, on \_\_\_\_\_, 202\_\_, the Parties entered into that certain First Amendment to Redevelopment Agreement (“**First Amendment**”); and together with the Original Redevelopment Agreement, the “**Redevelopment Agreement**”) to redevelop the Property by constructing thereon a multi-phased project totaling approximately 196 for-sale residential units, including: approximately 18 for-sale residential units in Phase 1 (“**Phase 1**”); approximately 18 for-sale residential units in Phase 2 (“**Phase 2**”); approximately 26 for-sale residential units in Phase 3 (“**Phase 3**”); approximately 18 for-sale residential units in Phase 4 (“**Phase 4**”); approximately 26 for-sale residential units in Phase 5 (“**Phase 5**”); approximately 18 for-sale residential units in Phase 6 (“**Phase 6**”); approximately 26 for-sale residential units in Phase 7 (“**Phase 7**”); approximately 22 for-sale residential units in Phase 8 (“**Phase 8**”); and approximately 24 for-sale residential units in Phase 9 (“**Phase 9**”) and, together with the Phase 1 through Phase 8, the “**Project**”); and

**WHEREAS**, the Urban Renewal Entity submitted a request to the City to amend the Original Financial Agreement to (i) change the calculation of the Annual Service Charge (defined below) based on the revised, for-sale Project and (ii) limit the term of the tax exemption to ten (10) years, rather than thirty (30) years, which amended terms are outlined in an application, a copy of which is attached hereto as Exhibit B (the “**Application**”); and

**WHEREAS**, on \_\_\_\_\_ [REDACTED], 2026, the City Council adopted an ordinance, entitled, “Ordinance of the City of South Amboy, County of Middlesex, New Jersey Authorizing Execution of amended Financial Agreement with Manhattan Beach Phase I Urban Renewal LLC”, approving the revised tax exemption terms and authorizing the execution of this Agreement, a copy of which is attached hereto as Exhibit C (the “**Ordinance**”); and

**WHEREAS**, the City made the following findings with respect to the Project:

A. Relative Benefits of the Project:

The Property is a portion of a **former industrial site**, formerly owned by SARA, which is currently vacant and underutilized. The Project will redevelop the Property with approximately 196 residential units and supporting amenities. The Project will create approximately 150-200 construction jobs and approximately 2 permanent jobs. The Project will generate significant amounts of new (otherwise unavailable) municipal revenues through the Annual Service Charge and water/sewer fees.

B. Assessment of the Importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

(i) The relative stability and predictability of the Annual Service Charge will allow the owners of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. In light of market conditions, economic factors and development costs impacting this Project, it is not financially feasible to undertake the development of this Project in the absence of the tax exemption. In other words, without the incentive of the tax exemption, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized.

(ii) The tax exemption permits the development of the Project in an area that cannot otherwise be feasibly developed by reducing the expenses associated with the ongoing operation of the completed Project. As a result, the locational decisions of the probable owners will be influenced positively by the tax exemption.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

## **ARTICLE I**

### **GENERAL PROVISIONS**

#### **SECTION 1.01 Governing Law.**

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, the Redevelopment Law, the Ordinance, and all other Applicable Law. It is expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application in granting this tax exemption. In the event of any breach or default of this Agreement by a Unit Owner, such breach or default shall not constitute a breach or default by any other Unit Owner and each other Unit Owner, and its respective parcel or portion of land, and any improvements related thereto, including any residential unit, shall continue to be subject to, governed by and bound by this Agreement.

#### **SECTION 1.02 General Definitions.**

The following terms shall have the meanings assigned to such term in the preambles hereof:

Agreement

Application

City

City Council

Entity/Urban Renewal Entity

Effective Date

Financial Agreement

First Amendment

Long Term Tax Exemption Law

Master Redeveloper

Master Redevelopment Agreement

Ordinance

Original Application

Original Financial Agreement

Original Ordinance

Original Project

Original Redevelopment Agreement

Original Redevelopment Plan

Phase 1

Phase 2

Phase 3

Phase 4

Phase 5

Phase 6  
Phase 7  
Phase 8  
Phase 9  
Planning Board  
Project  
Property  
Redevelopment Agreement  
Redevelopment Area  
Redevelopment Law  
Redevelopment Plan  
SARA

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Administrative Fee – The annual fee paid to the City by the Entity, as set forth in Section 4.06 of the Agreement.

Affiliate – With respect to any person or entity, any other person or entity directly or indirectly Controlling or Controlled by, or under direct common Control with, such person or entity.

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of *N.J.S.A.* 40A:20-3(b).

Allowable Profit Rate - The greater of (a) twelve percent (12%) or (b) the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of (x) twelve percent (12%) or (y) the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to the interest rate per annum that the City determines to be the prevailing rate of mortgage financing on comparable improvements in the County. The provisions of *N.J.S.A.* 40A:20-3(b) are incorporated herein by reference.

Annual Gross Revenue – The terms of *N.J.S.A.* 40A:20-14 shall apply in accordance with the terms hereof, and the “Annual Gross Revenue” for each for-sale unit shall mean the amount equal to the annual aggregate constant payments to principal and interest, which shall be calculated by assuming a loan at the Prevailing Interest Rate (as defined below) in an original amount equal to the initial value of the for-sale unit with its appurtenant interest in the common elements as stated in the master deed or other homeowner association documents, if unsold by the Entity, or, if the for-sale unit is sold and held by an owner thereof, from time to time, the most recent true consideration paid for a deed to the for-sale unit in a bona fide arm’s length transaction, but not less than the initial assessed valuation of the for-sale unit assessed at 100% of true value, plus the total amount of common expenses charged to the for-sale unit pursuant to the bylaws of any

condominium or homeowner association documents. The Prevailing Interest Rate shall mean the prevailing lawful interest rate for mortgage financing or comparable properties within the City as of the date of the recording of the deed for a for-sale unit for a term of thirty (30) years, which, for the purposes of this Agreement, shall be based upon the Freddie Mac Primary Mortgage Market Survey – 30 Year Fixed Rate – Annual Average – prior year sales and prior year annual average 30 year rate, but not lower than five and one-half (5.5%) percent.

Annual Service Charge - The amount the Entity has agreed to pay the City, or its designee, pursuant to Article IV for municipal services supplied to the Project or a Phase, as applicable, which sum is in lieu of any taxes on the Improvements, which amount shall be pro-rated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates.

Annual Service Charge Start Date – The Annual Service Charge Start Date for a given Phase shall be the first day of the first calendar month following the issuance of the Certificate of Occupancy for the first residential unit within the Phase.

Applicable Law – All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law and the Long Term Tax Exemption Law, as applicable, relevant construction codes including construction codes governing access for persons with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable environmental laws, and applicable federal and State labor safety standards.

Auditor’s Report - A complete financial statement outlining the financial status of the Project or Phase, as applicable (for a period of time as indicated by context), which shall fully detail all items as required by the Long Term Tax Exemption Law, including without limitation, (a) the terms and interest rate on any mortgage(s) associated with the Property, and/or any Improvements related thereto, (b) the Net Profit for the period shown, including the calculation thereof. The contents of the Auditor’s Report shall have been prepared in conformity with generally accepted accounting principles and shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

Certificate of Occupancy - A temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to *N.J.S.A. 52:27D-133*.

Clerk - The municipal clerk of the City.

Control – As used with respect to any person or entity, shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and operation of such person or entity, whether through the ownership of voting securities or by contract or other written agreement. The entity or individual(s) with the right to direct or cause the direction of the management and operation of the managing member of the Entity shall be deemed to have Control of the Entity.

County – The County of Middlesex.

County Share – The first five percent (5%) of the Annual Service Charge, which shall be payable to the County in accordance with the provisions of *N.J.S.A. 40A:20-12*.

Default - A breach or the failure of either Party to perform any obligation imposed upon such Party by the terms of this Agreement, or under Applicable Law, beyond any applicable grace or cure periods after written notice of such failure.

Default Notice – As defined in Section 15.02.

Financial Plan – The financial plan prepared pursuant to *N.J.S.A. 40A:20-8(e)* attached to the Application.

Improvements - Any building, structure or fixture constituting the Project, or any Phase or portion thereof, permanently affixed to the Land and to be constructed and exempt under this Agreement.

In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale in accordance with the provisions of the In Rem Tax Foreclosure Act and Tax Sale Law.

In Rem Tax Foreclosure Act – *N.J.S.A. 54:5-104.29 et seq.*, as may be amended or supplemented from time to time.

Land – The real property, but not the Improvements, commonly known as portions of Block 161.02, Lots 20, 23 and 24 on the tax maps of the City, as more particularly described by the property description set forth in Exhibit A of this Agreement and to be exempt hereunder.

Land Taxes - The amount of taxes assessed on the value of the Land exclusive of the value of any Improvements related thereto, in accordance with Applicable Law, to the extent applicable.

Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods, if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Material Conditions – As defined in Section 4.07.

Mayor - The mayor of the City.

Minimum Annual Service Charge – The total taxes levied against all real property constituting the Property, or with respect to any Phase, the portion of the Property located within such Phase, in the last full tax year in which the Property, or applicable portion, was subject to taxation. The Minimum Annual Service Charge shall be pro-rated on a monthly basis in the year in which the Annual Service Charge Start Date occurs and the year in which the Termination occurs.

Net Profit – The Annual Gross Revenue of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, or as otherwise permitted under the Long Term Tax Exemption Law, specifically *N.J.S.A. 40A:20-*

3(c). Without limiting the foregoing, included in expenses shall be an amount sufficient to amortize the Total Project Cost in accordance with generally accepted accounting principles as well as all other expenses permitted under the provisions of *N.J.S.A. 40A:20-3(c)*. The calculation of Net Profit shall be cumulative for the period commencing on the date on which the construction of the Project is completed, and terminating at the close of the fiscal year of the entity preceding the date on which the computation is made, with any negative amounts of profit from prior years being carried forward and included in the accumulated excess profit calculation consistent with *City of Newark vs. First Newark Gateway Urban Renewal Association*, Docket No. ESX-L-1160- 91 (Law Div. 1994). As provided in *N.J.S.A. 40A:20-3(a)*, any gain realized by the Entity on the sale of any unit in fee simple, whether or not taxable under federal or state law, shall not be included.

Notice of Termination – As defined in Section 15.04.

Phase – Either Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, Phase 7, Phase 8, or Phase 9, as the context may require.

Secured Party – As defined in Section 8.03(B).

Security Arrangements – As defined in Section 8.03(B).

State – The State of New Jersey.

Tax Assessor – The City tax assessor.

Tax Collector – The City tax collector.

Tax Sale Law – *N.J.S.A. 54:5-1 et seq.*, as the same may be amended or supplemented from time to time.

Termination – Expiration of the term of this Agreement in accordance with Section 3.01 or any action or omission which by operation of the terms of this Agreement shall cause the Entity to relinquish or forfeit the tax exemption granted pursuant to this Agreement.

Total Project Cost – The total cost of construction of the Project, or applicable Phase, through the date a Certificate(s) of Occupancy is issued for the Project or Phase, as applicable, which categories of cost are as defined in *N.J.S.A. 40A:20-3(h)*. There shall be included in Total Project Cost the actual costs incurred to construct the Improvements which are specifically described in the Application.

Unit – any particular residential unit within the Project

Unit Owner – As defined in Section 8.05.

### **SECTION 1.03 Interpretation and Construction.**

In this Agreement, unless the context otherwise requires:

A. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Agreement.

B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

C. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

D. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

E. Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

F. All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

G. All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

**SECTION 1.04 Reliance by City.** It is expressly understood and agreed that the City relied upon the facts and representations contained in the Application in granting the tax exemption described in this Agreement.

**{End of Article I}**

**ARTICLE II**  
**APPROVAL**

**SECTION 2.01 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for the Project in accordance with the provisions of the Long Term Tax Exemption Law. Pursuant to the Ordinance, the Land and any and all Improvements shall be exempt from taxation as provided for herein and in the Long Term Tax Exemption Law. In accordance with the Long Term Tax Exemption Law, including without limitation *N.J.S.A. 40A:20-12*, such tax exemption shall constitute a single continuing exemption from local property taxation for the duration of this Financial Agreement. The Project shall be as described herein and the Redevelopment Agreement, and the Entity hereby expressly covenants, warrants and represents that the Property, including any Improvements related thereto, shall be used, managed and operated for the purposes set forth herein, and in accordance with the Redevelopment Agreement and the Acts.

**SECTION 2.02 Approval of the Entity**

Approval is hereby granted by the City to the Entity for the development, financing, acquisition, construction, management and operation of the Project, which shall in all respects comply and conform to the Redevelopment Agreement and Applicable Law governing land, buildings, and the use thereof. The Entity's Certificate of Formation, attached to the Application as Exhibit 2, contains all requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with the Secretary of State, all in accordance with *N.J.S.A. 40A:20-5*.

**SECTION 2.03 Improvements to be Constructed**

The Entity represents that it will construct or cause the Improvements to be constructed on the Property in accordance with the Redevelopment Plan, the approved site plan for the Project, and the Redevelopment Agreement.

**SECTION 2.04 Construction Schedule**

The Entity agrees to diligently undertake construction and completion of the Project substantially in accordance with the Schedule set forth in the Redevelopment Agreement, as such Schedule may be amended subject to and in accordance with the terms of the Redevelopment Agreement, including, without limitation, an event of Force Majeure (as defined therein).

**SECTION 2.05 Ownership, Management and Control**

The Entity represents that it is the owner of the Property. The Entity expressly covenants, warrants and represents that upon completion, the Project, including all Land and Improvements, shall be used, managed and operated for the purposes set forth in the Application and in accordance with the Redevelopment Plan and all Applicable Law.

**SECTION 2.06 Financial Plan**

The Entity represents that the Improvements shall be financed substantially in accordance with the representations set forth in the Financial Plan. The Application and Financial Plan, made a part hereof, set forth the estimated Total Project Cost, anticipated amortization rate on Total Project Cost, the anticipated source of funds, the anticipated interest rates to be paid on construction financing, the anticipated source and amount of paid-in capital, the anticipated terms of any mortgage amortization, and anticipated sale prices, as applicable, in accordance with the Long Term Tax Exemption Law.

**{End of Article II}**

## ARTICLE III

### DURATION OF AGREEMENT

#### **SECTION 3.01** Term

This Agreement shall commence and be effective on the Effective Date. So long as there is compliance with the Applicable Law and this Agreement, it is understood and agreed by the Parties that this Agreement, including the obligation to pay the Annual Service Charge under Article IV and the tax exemption granted and referred to in Section 2.01, shall remain in effect, for each Phase, for a period of ten (10) years from its respective Annual Service Charge Start Date. Upon Termination, the tax exemption for the Project or applicable Phase shall expire, and the Land and Improvements shall thereafter be assessed and taxed according to the general laws applicable to other non-exempt property in the City. Upon Termination all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering, and the City's acceptance, of its final accounting, pursuant to *N.J.S.A. 40A:20-12*. Notwithstanding the above, if the Redevelopment Agreement is terminated, this Agreement shall automatically, without the need for any further action, terminate with respect to any portion of the Project, or Phase thereof, not already completed.

#### **SECTION 3.02** Date of Termination

Upon any Termination of the tax exemption, as described in Section 3.01, the date of such Termination shall be deemed to be the last day of the fiscal year of the Entity.

#### **SECTION 3.03** Voluntary Termination by Entity

The Entity may at any time after the expiration of one year from the completion of the Project, or applicable Phase, notify the City that as of a certain date designated in the notice, it relinquishes its status under the Long Term Tax Exemption Law and that the Entity has obtained the consent of the Commissioner of the Department of Community Affairs. Upon Termination of the Agreement, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the City's acceptance of its final accounting, pursuant to *N.J.S.A. 40A:20-12*.

#### **SECTION 3.04** Apportionment

Notwithstanding anything contained in this Financial Agreement to the contrary, in the event that this Financial Agreement shall be terminated, the procedure for the apportionment of any taxes and/or Annual Service Charges, as applicable, shall be the same as would otherwise be applicable to, in accordance with the laws of the State, any other property located within the Township upon a change in the exemption or tax status of such property.

**{End of Article III}**

## ARTICLE IV

### ANNUAL SERVICE CHARGE

#### **SECTION 4.01** Annual Service Charge Consent

The Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens described in this Agreement, and the Entity shall not contest the validity or amount of any such lawfully imposed lien. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances. The Entity's remedies shall be limited to those specifically set forth herein and otherwise provided by Applicable Law. The Entity agrees to include notice of this Agreement and the terms hereof in any Public Offering Statement and/or homeowner's association documents, ensuring that Unit Owners are aware of this Agreement upon the closing associated with any unit in the Project.

#### **SECTION 4.02** Payment of Annual Service Charge

A. In consideration of the tax exemption, the Entity shall make payment of the Annual Service Charge commencing on the Annual Service Charge Start Date.

B. Payment of the Annual Service Charge shall be made to the City on a quarterly basis on February 1, May 1, August 1, and November 1 after the Annual Service Charge Start Date in accordance with the City's tax collection schedule, subject, nevertheless, to adjustment for over or underpayment within ninety (90) days after the close of each calendar year. The obligation to pay the Annual Service Charge shall continue until the Termination of the Agreement. The City shall issue the Entity bills for the Annual Service Charge in a manner generally consistent with the manner of its billing of ad valorem real estate tax payments on other property in the City.

C. In the event that the Entity fails to timely pay the Annual Service Charge or any installment thereof, subject to applicable grace or cure periods, the amount past due shall bear interest at the highest rate of interest permitted under the State law in the case of unpaid taxes or tax liens on the Property and Land until paid.

#### **SECTION 4.03** Annual Service Charge Amount

A. Pursuant to *N.J.S.A. 40A:20-12*, the Annual Service Charge shall be an amount equal to the greater of, with respect to each Unit: (i) thirteen percent (13%) of Annual Gross Revenue or (ii) \$6.33 per square foot of gross space within such Unit.

B. Notwithstanding the provisions of the Long Term Tax Exemption Law or any provision of the Agreement to the contrary, including Section 4.04 herein, the Annual Service Charge shall never be reduced below the Minimum Annual Service Charge through any tax appeal on the Land and/or Improvements or any other legal proceeding regarding the Project during the period that this Agreement is in force and effect.

**SECTION 4.04 Land Taxes and Credits, Reformation of Annual Service Charge**

A. As set forth in the Long Term Tax Exemption Law, including without limitation *N.J.S.A.* 40A:20-12, housing projects are not subject to a land tax credit because the land upon which that housing is situated is exempt from taxation for the duration of the exemption pursuant to this Agreement. Accordingly, the Land shall not be subject to Land Taxes, as set forth in Section 2.01 of this Agreement. In the event the exemption of the Land authorized under *N.J.S.A.* 40A:20-12 is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and shall be reformed to provide that Land Taxes are assessed on the Land. In such event, the Entity will be required to make payment of both the Annual Service Charge and the Land Tax Payments, and the payment for Land Taxes shall be applied as a credit against the Annual Service Charge for the subsequent year. The Entity is required to pay the full Land Tax Payments in any given year, and no credits will be applied against the Annual Service Charge for partial payment of the Land Taxes, where delinquency extends beyond the applicable cure period.

B. For all time periods during which this Agreement is in effect, the Land shall be assessed without regard to any Improvements or increase in value to the Land because of the Improvements or any approvals relating thereto. The City agrees it shall not impose an added assessment, omitted added assessment or similar assessment on the value of the Improvements relating to any period prior to the commencement of the Annual Service Charge for the applicable Phase.

C. The Entity's failure to make the requisite Annual Service Charge payment and/or Land Tax Payment in a timely manner, beyond applicable grace or cure periods, shall constitute a violation and breach of this Agreement. The City shall, among its other remedies, have the right to proceed against the Property pursuant to the Tax Sale Law and/or may declare a Default under this Agreement upon sixty (60) days written notice to the Entity.

**SECTION 4.05 Schedule of Staged Adjustments to Annual Service Charge**

Pursuant to *N.J.S.A.* 40A:20-12(b), the Annual Service Charge shall be adjusted as follows:

A. Stage One. Commencing on the Annual Service Charge Start Date through the 6<sup>th</sup> year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 of the Agreement.

B. Stage Two. For the 7<sup>th</sup> year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 of the Agreement, or 20% of the amount of the real property taxes otherwise due on the Land and Improvements, whichever is greater.

C. Stage Three. For the 8<sup>th</sup> year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 of the Agreement, or 40% of the amount of the real property taxes otherwise due on the Land and Improvements, whichever is greater.

D. Stage Four. For the 9<sup>th</sup> year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 of the Agreement, or 60% of the amount of the real property taxes otherwise due on the Land and Improvements, whichever is greater.

E. Stage Five. For the 10<sup>th</sup> year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 of the Agreement, or 80% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

#### **SECTION 4.06 Administrative Fee**

The Entity shall pay annually an administrative fee to the City in addition to the Annual Service Charge. The Administrative Fee shall be computed as two percent (2%) of the Annual Service Charge required pursuant to Section 4.03. This fee shall be payable and due on or before February 1<sup>st</sup> of each year for the Administrative Fee accrued in the prior calendar year, and collected in the same manner as the Annual Service Charge. In the event the Entity fails to pay the Administrative Fee when due and owing, beyond applicable grace and cure periods, the amount unpaid shall bear the highest rate of interest permitted under applicable New Jersey law in the case of unpaid taxes or tax liens until paid.

#### **SECTION 4.07 Material Conditions**

It is expressly agreed and understood that all payments of Annual Service Charge and any interest payments, penalties or costs of collection due thereon, Land Taxes and the Administrative Fee are material conditions of this Agreement (the “**Material Conditions**”). If any other term, covenant or condition of this Agreement, as to any person or circumstance shall, to any extent, be invalid or unenforceable by virtue of a non-appealable order of a court of competent jurisdiction, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

#### **SECTION 4.08 No Reduction in Payment of the Annual Service Charge**

Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Sections 4.03 and 4.03 hereof shall be reduced, amended or otherwise modified during the term of this Agreement.

#### **SECTION 4.09 Annual Service Charges as Municipal Lien**

In accordance with the provisions of the Long Term Tax Exemption Law, the Annual Service Charge shall be and constitutes a continuous municipal lien on the Land and the Improvements.

**SECTION 4.10 Security for Payment of Annual Service Charges**

In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf reserves the right to prosecute an In Rem Tax Foreclosure action against the Property, as more fully set forth in this Agreement.

**SECTION 4.11 County Portion Paid to the County**

In accordance with the provisions of *N.J.S.A. 40A:20-12*, upon the payment of the Annual Service Charge, the City shall remit the County Share to the County.

**SECTION 4.12 Common Elements**

Notwithstanding anything herein to the contrary, the City shall not issue a separate assessment for any common elements with the Project.

**SECTION 4.13 Right to File Tax Appeal**

Subject to Section 4.03B, the Entity shall have the right to file a tax appeal against the assessed value of the Land and Improvements.

**{End of Article IV}**

**ARTICLE V**

**INTENTIONALLY OMITTED<sup>1</sup>**

**{End of Article V}**

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<sup>1</sup> NTD: Moved to Article XV (Defaults).

**ARTICLE VI**

**CERTIFICATE OF OCCUPANCY**

**SECTION 6.01 Certificate of Occupancy**

It is understood and agreed that the Entity shall remain obligated to apply for, and to make commercially reasonable efforts to obtain, all Certificates of Occupancy for the Project in a reasonably timely manner in accordance with and subject to the Redevelopment Agreement.

**SECTION 6.02 Filing of Certificate of Occupancy**

It shall be the responsibility of the Entity to promptly file with both the Tax Assessor and the Tax Collector a copy of any Certificate of Occupancy issued for the Project or Phase thereof.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph shall not militate against any action or non-action, taken by the City, including, if appropriate, retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

**{End of Article VI}**

## ARTICLE VII

### ANNUAL AUDITS

#### **SECTION 7.01** Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles, and as otherwise prescribed by the Long Term Tax Exemption Law, during the term of this Agreement.

#### **SECTION 7.02** Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, commencing for the year in which the Annual Service Charge Start Date occurs, for the duration of this Agreement, the Entity shall submit to the Mayor, City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, and the Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year pursuant to *N.J.S.A. 40A:20-9(d)*. The Auditor's Report shall clearly identify and calculate all items comprising the Annual Gross Revenue and the Net Profit for the Entity during the previous year. The Entity assumes all costs associated with preparation of the periodic reports. Any delay in submitting the Auditor's Report, which is the result of causes beyond the reasonable control of the Entity, shall not constitute a Default hereunder.

B. Total Project Cost Audit: Within ninety (90) days after the final Certificate of Occupancy is issued for the Project or Phase, as applicable, the Entity shall, unless this Agreement is terminated, submit to the Mayor, City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, certified as to actual construction costs by the Entity's architect.

C. Disclosure Statement: On each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest from the prior year's filing, the Entity shall submit to the Mayor, City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project or Phase, as applicable, and the extent of the ownership interest of each and such additional information as the City may request from time to time.

#### **SECTION 7.03** Inspection

The Entity shall permit, upon the written request of the City, the inspection of the Property, equipment, buildings and other facilities of the Project or Phase thereof and, if deemed appropriate or necessary, by representatives duly authorized by the City and Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A. 40A:20-9(e)*. The Entity shall also permit, upon written request, examination and audit of its books, contracts, records, documents and papers relating to the Project or Phase thereof by representatives duly authorized by the City and Division of Local Government Services in the Department of Community Affairs

pursuant to *N.J.S.A.* 40A:20-9(e). Such inspection shall be made upon ten (10) days' written notice during the Entity's regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

#### **SECTION 7.04 Limitation on Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits and dividends pursuant to the provisions of *N.J.S.A.* 40A:20-3(b) and 15. Pursuant to *N.J.S.A.* 40A:20-3(b) and (c), this calculation shall be completed in accordance with generally accepted accounting principles. In accordance with *N.J.S.A.* 40A:20-15, excess Net Profits shall be calculated on an annual but cumulative basis.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to ten percent (10%) of the Annual Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in *N.J.S.A.* 40A:20-15. The reserve shall be noncumulative.

There is expressly excluded from calculation of Annual Gross Revenue and from Net Profit as set forth in *N.J.S.A.* 40A:20-3 for the purpose of determining compliance with *N.J.S.A.* 40A:20-15 or *N.J.S.A.* 40A:20-16, any gain realized by the Entity on the sale of all or a portion of the Project, whether or not taxable under Applicable Law.

#### **SECTION 7.05 Payment of Dividend and Excess Profit Charge**

In the event the Net Profits of the Entity in any fiscal year shall exceed the Allowable Net Profits for such period, then the Entity, within ninety (90) days after the end of such fiscal year, shall pay such excess Net Profits to the City as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned Section 7.04. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to *N.J.S.A.* 40A:20-3(c) and 40A:20-15.

The Parties agree that any excess Net Profit will be paid to the City as additional Annual Service Charge.

**{End of Article VII}**

## ARTICLE VIII

### ASSIGNMENT AND/OR ASSUMPTION

#### SECTION 8.01 Approval of Sale of Project to Entity Formed and Eligible to Operate Under Applicable Law

The Entity shall be permitted, and the City hereby provides its consent by virtue of this Agreement, to sell, transfer, or otherwise convey the Project or any Phase thereof to another urban renewal entity approved by the City as follows:

A. As permitted by *N.J.S.A.* 40A:20-10(a), it is understood and agreed that the City shall consent to a transfer or sale of the Project or any Phase thereof, and the transfer of this Agreement provided that: (i) the transferee entity does not own or lease any other project subject to long term tax exemption at the time of transfer; (ii) the transferee entity is formed and eligible to operate under the Long Term Tax Exemption Law; (iii) the Entity is not then in Default of this Agreement or the Long Term Tax Exemption Law; (iv) the Entity's obligations under this Agreement are fully assumed by the transferee entity; (v) the transferee entity agrees to abide by all terms and conditions of this Agreement; and (vi) the principal owners of the transferee entity possess satisfactory business reputation. Any assignment of the Entity's interest in this Agreement in whole or in a particular Phase shall terminate any obligation of Entity hereunder with respect to the Project or corresponding Phase of the Project, and the assignee shall be deemed the Entity hereunder with respect to the Project or such Phase of the Project. All rights and remedies of the City following an assignment shall be enforceable only against the assignee and the corresponding Phase of the Project. The City agrees to countersign the assignment document for purposes of acknowledging such assignment, the ongoing validity of this Agreement with respect thereto, and the provisions of Sections 2.01 and 8.01(A) hereof. In the event that the transfer contemplated in this Section 8.01(A) is for a Phase of the Project, the Annual Service Charge to be paid each by the Entity and the transferee entity after the transfer shall be based on the Annual Gross Revenue for that Phase of the Project being transferred, calculated pursuant to Section 4.03 hereof.

B. The Parties hereby acknowledge and agree that, without any further action of the City Council, nothing herein shall prohibit, following prior notice thereof to the City and execution of an appropriate assignment and assumption agreement between the transferor and transferee, the transfer of Entity's interest herein (i) to a new urban renewal entity that is an Affiliate of the Entity, as to any Phase or (ii) to the Master Redeveloper. For a transfer of a Phase of the Project to an Affiliate of the Entity or to the Master Redeveloper, upon the request of Entity or its Affiliate, the City will enter into a separate financial agreement as to such Phase, in substantially the same form as this Agreement, with such Affiliate urban renewal entity, setting forth the terms of the tax exemption established hereby.

C. Nothing contained herein shall prohibit any transfer of any ownership interest in the Entity provided that the transfer, if ten percent (10%) or greater, shall be disclosed to the City Council in the next Auditor's Report or in correspondence sent to the City Clerk in advance of the next Auditor's Report.

D. If the Entity transfers the Project to another urban renewal entity, and the transferee entity has assumed all of the Entity's contractual obligations under this Agreement, then, pursuant to *N.J.S.A. 40A:20-6*, the Entity shall be discharged from any further obligation under this Agreement and shall be qualified to undertake another project pursuant to the Long Term Tax Exemption Law. The date of transfer of title of the Project to a purchasing entity shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after that date of the transfer of title, the Entity shall pay to the City the amount of reserve, if any, maintained by it, as well as the excess Net Profit, if any, pursuant to *N.J.S.A. 40A:20-15*.

#### **SECTION 8.02 Prohibitions**

It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the City Council by ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Land which are basic to, embraced in, or underlying the exempt Improvements.

#### **SECTION 8.03 Collateral Assignment**

A. It is expressly understood and agreed that the Entity has the right to encumber and/or assign the fee title to portions of the Land and/or Improvements for purposes of (i) financing the design, development, and construction of the Project or Phase and/or (ii) obtaining permanent mortgage financing relating to the Project or Phase, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement. The City acknowledges that the Entity or its Affiliates intend to obtain secured financing in connection with the acquisition, development, and construction of the Project or applicable Phase.

B. The City agrees that the Entity or its Affiliates may assign, pledge, hypothecate, or otherwise transfer its rights under this Agreement or its interest in the Project or applicable Phase to one or more secured parties or any agents therefor (each, a "**Secured Party**" and collectively, the "**Secured Parties**") as security for obligations of the Entity or its Affiliates, incurred in connection with such secured financing (collectively, the "**Security Arrangements**"). The Entity shall give the City written notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such notice waives any requirement of the City hereunder to provide any notice of Default or notice of intent to enforce its remedies under this Agreement.

#### **SECTION 8.04 Subordination of Fee Title**

It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charge, and to the rights of the City hereunder, to encumber the fee title to the Land, including any Improvements related thereto, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement.

#### **SECTION 8.05 For Sale Units**

In accordance with *N.J.S.A. 40A:20-10*, the City, by virtue of this Agreement, consents to a sale to purchasers of Units in fee simple (each a "**Unit Owner**") if the Project or any Phase

thereof has been devoted to fee simple ownership, and to their successors, assigns, all owning (in the case of housing) no other fee simple unit of a project at the time of the transfer, and that, upon assumption by the Unit Owner of the transferor's obligations under this Agreement, including the requirement for payment of the Annual Service Charge, the tax exemption of the Improvements and, to the extent authorized pursuant to *N.J.S.A. 40A:20-12*, the Land, shall continue and inure to the Unit Owner, and its respective successors or assigns. Notwithstanding anything in this Agreement to the contrary, the provisions in Article VII shall not apply to, or be enforceable against, a Unit Owner. The provisions of this subsection shall not be construed to authorize the sale between the Entity and a for-profit developer.

**{End of Article VIII}**

## ARTICLE IX

### CITY FINDINGS

#### **SECTION 9.01 Relative Benefits**

In accordance with the Long Term Tax Exemption Law, specifically *N.J.S.A. 40A:20-11(a)*, the City hereby finds and determines that this Agreement is to the direct benefit of the health, safety, welfare and financial well-being of the City and its citizens despite the tax exemption granted hereunder. The Property is a former industrial site, was formerly owned by SARA and is currently vacant and underutilized. The Project or applicable Phase, will redevelop the Property with a residential community development consisting of approximately 196 for-sale residential units, and between 40-50 affordable residential units. The Project will create approximately 150-200 construction jobs and approximately 2 permanent jobs. The Project will generate significant amounts of new (otherwise unavailable) municipal revenues through the Annual Service Charge and water/sewer fees. In light of market conditions, economic factors and development costs impacting this Project, it is not financially feasible to undertake the development of this Project in the absence of the tax exemption. Accordingly, without the incentive the tax exemption provides, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized.

#### **SECTION 9.02 Importance of Tax Exemption**

In accordance with the Long Term Tax Exemption Law, specifically *N.J.S.A. 40A:20-11(b)*, the City hereby finds and determines that it has reviewed the Application and accompanying financial information and it has determined that this Agreement is a critical incentive for the Entity to undertake the Project in the City due to the extraordinary costs associated with the development of the Property relative to the anticipated revenues to be generated thereby. The tax exemption permits the development of underutilized property and provides a stream of revenue in the form of the Annual Service Charges. The relative stability and predictability of the Annual Service Charges will allow the owners and, by extension, the occupants, of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. The tax exemption permits the development of the Project in an area that cannot otherwise be feasibly developed by reducing the expenses associated with the ownership/operation of the Project. Reduced expenses allow for more competitive sale prices than would otherwise be possible in light of the extraordinary development costs. As a result, the locational decisions of the probable buyers will be influenced positively by the tax exemption.

**{End of Article IX}**

## **ARTICLE X**

### **WAIVER**

#### **SECTION 10.01 Waiver**

Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the City or the Entity of any rights and remedies provided by Applicable Law for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the City or the Entity has under Applicable Law, in equity, or under any provision of this Agreement.

**{End of Article X}**

## ARTICLE XI

### NOTICE

#### SECTION 11.01 Notice

Any notice required hereunder to be sent by any Party to another Party shall be sent to all other Parties hereto simultaneously by certified or registered mail, return receipt requested or by commercial overnight delivery service with package tracking capabilities and for which proof of delivery is available, as follows:

- A. When sent to the Entity it shall be addressed as follows:

Manhattan Beach Phase I Urban Renewal LLC  
32 Mount Kemble Ave  
Morristown, New Jersey 07960

**with copy to:**

Andrew J. Camelotto, Esq.  
Gibbons, P.C.  
One Gateway Center  
Newark, New Jersey 07102

- B. When sent to the City, it shall be addressed as follows:

City Clerk  
City of South Amboy  
140 North Broadway  
South Amboy, New Jersey 08879

**with copy to:**

Kevin P. McManimon, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, New Jersey 07068

The notice to the City shall identify the subject with the tax account numbers of the tax parcels comprising the Property.

In addition, if the Entity delivers formal written notice to the City of the name and address of any Secured Party, then the City shall provide such Secured Party with a copy of any notice required to be sent to the Entity.

**{End of Article XI}**

## **ARTICLE XII**

### **COMPLIANCE**

#### **SECTION 12.01 Statutes and Ordinances**

The Entity hereby agrees at all times prior to the expiration or Termination of this Agreement to remain bound by the provisions of Applicable Law and any lawful ordinances and resolutions of the City, including, but not limited to, the Long Term Tax Exemption Law. The Entity's failure to comply with such statutes or ordinances, following the expiration of any notice and cure periods, shall constitute a violation and breach of the Agreement.

**{End of Article XII}**

**ARTICLE XIII**

**CONSTRUCTION**

**SECTION 13.01 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Agreement to be drawn, since counsel for both the Entity and the City have combined in their review and approval of same.

**{End of Article XIII}**

## ARTICLE XIV

### INDEMNIFICATION

#### SECTION 14.01 Indemnification

It is understood and agreed that in the event the City shall be named as a party defendant in any action respecting the Property brought against the City or the Entity by allegation of any breach, Default or a violation of any of the provisions of this Agreement or the provisions of the Long Term Tax Exemption Law or any other Applicable Law, the Entity shall indemnify and hold the City harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of, resulting from, or by reason of any breach, Default or a violation of any of the provisions of this Agreement, the provisions of the Long Term Tax Exemption Law, and/or any other Applicable Law, except for any misconduct by the City or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, the expense thereof to be borne by the Entity.

**{End of Article XIV}**

## ARTICLE XV

### DEFAULT

#### **SECTION 15.01** Default

Default shall be failure of either Party to conform to the terms of this Agreement or perform any obligation imposed by statute, ordinance or lawful regulation beyond any applicable notice, cure or grace period. A Default by the Entity as to one Phase shall not constitute a Default as to another Phase. A Default under this Agreement by any Unit Owner shall only be considered a Default against that specific party, without any implication of Default against any other Unit Owner.

#### **SECTION 15.02** Cure Upon Default

Should a Party or Unit Owner be in Default of any obligation under this Agreement, the non-defaulting Party shall notify the defaulting Party or Unit Owner, and any Secured Party, if applicable, in writing of said Default (the “**Default Notice**”). Said Default Notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the defaulting Party or Unit Owner shall have sixty (60) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge which default must be cured within ten (10) days from the date of its receipt of the Default Notice). In the case of a Default which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced, within the time periods set forth herein, the Entity or Unit Owner shall have such additional time as reasonably necessary to remedy or cure such Default provided that the Entity or Unit Owner shall at all times act be acting with diligence, and in good faith, to remedy or cure such Default as soon as practicable. In the event of any uncured Default by the Entity or Unit Owner, the City shall have the right to proceed against the Property pursuant to Applicable Law. Upon any Default in payment of any installment of the Annual Service Charge, the City shall have the right to proceed with an In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure Act. No Default hereunder by a Unit Owner shall terminate the tax exemption described herein and the Unit Owner’s obligation to make payment of the Annual Service Charge shall continue in effect for the duration set forth in this Financial Agreement.

#### **SECTION 15.03** Remedies.

A. In the event of a Default of this Agreement by any of the Parties hereto or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, other than those items specifically included as Material Conditions herein, the Parties shall attempt to arbitrate the dispute through submission to the American Arbitration Association in New Jersey, but if the Parties are unable to do so, then any Party may apply to the Superior Court of New Jersey and/or the Tax Court of New Jersey or a Federal Court by an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Long Term Tax Exemption Law. For the avoidance of doubt, either Party shall have the right to file a tax appeal with the County Board of Taxation and/or the Tax Court of New Jersey to correct either the future Land or future exempt Improvement assessment due to errors in the assessments or due to changed circumstances or market conditions. In such event where either the County Board of Taxation

and/or Tax Court of New Jersey refuse to hear any such tax appeal for any reason, the Entity and the City agree to submit any such tax appeal dispute to arbitration wherein the arbitrator shall decide the issue of the correct Land and/or exempt Improvement assessment. Each Party shall bear their own costs in any such tax appeal litigation or arbitration. In the event of a Default on the part of the Entity to pay any installment of the Land Taxes or the Annual Service Charge required by Article IV hereof, the City, specifically and without limitation, reserves the right to proceed against the Land and premises, in the manner provided by law, including without limitation, the Tax Sale Law, and any act supplementary or amendatory thereof. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the City to proceed in the above-mentioned manner.

B. In the event of a Default on the part of the Unit Owner to pay any installment of the Annual Service Charge required by Article IV hereof, the City, in addition to their other remedies, specifically and without limitation, reserve the right to proceed with an In Rem Tax Foreclosure; provided however, that in no event shall there be any acceleration of any future Annual Service Charge. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In either case, however, the Unit Owner does not waive any defense it may have to contest the rights of the City to proceed in the above-mentioned manner.

#### **SECTION 15.04 Remedies Upon Default Cumulative; No Waiver**

Subject to the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of Entity's failure to pay Land Taxes, the Annual Service Charge, and/or the Administrative Fee and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charges, Administrative Fee or other charges, or for breach of covenant. The resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges, Administrative Fee or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

#### **SECTION 15.05 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy any Default within the time period provided in Section 15.02, the City has the right to terminate this Agreement upon written notice to the Entity (the "**Notice of Termination**").

#### **SECTION 15.06 Final Accounting**

Within ninety (90) days after the date of Termination, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of *N.J.S.A. 40A:20-*

13 and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the Termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

**SECTION 15.07** Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

**{End of Article XV}**

## ARTICLE XVI

### MISCELLANEOUS

#### **SECTION 16.01** Conflict

The Parties agree that in the event of a conflict between the Application and this Agreement and/or the Redevelopment Agreement, the language in this Agreement and/or the Redevelopment Agreement, as the case may be, shall govern and prevail.

#### **SECTION 16.02** Oral Representations

There have been no oral representations made by either of the Parties hereto which are not contained in this Agreement. This Agreement, the Ordinance of the City authorizing this Agreement, and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

#### **SECTION 16.03** Entire Document

All conditions in the Ordinance of the City Council approving this Agreement are incorporated in this Agreement and made a part hereof. This Agreement, the Ordinance and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties and delivered to each of them.

#### **SECTION 16.04** Good Faith

In their dealings with each other, the Parties agree that they shall act in good faith.

#### **SECTION 16.05** Recording

This entire Agreement will be filed and recorded with the Middlesex County Clerk by the Entity at the Entity's expense.

#### **SECTION 16.06** Municipal Services

The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for Land Taxes, if applicable, and Annual Service Charges, as required by law. Nothing herein is intended to release the Entity from its obligation to make such payments.

#### **SECTION 16.07** Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or Secured Party or other party having an interest in the Project or applicable Phase, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no Default has occurred under this Agreement (nor any event

which, with the passage of time and the giving of notice would result in the occurrence of a Default) or stating the nature of any Default, and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a Default, it shall be identified with reasonable detail and also state the manner in which such Default may be cured. The City acknowledges that the issuance of an estoppel certificate is an administrative act, and therefore the City Business Administrator is hereby authorized to issue an estoppel certificate pursuant to this Section 16.07 without other formal action by the City, and the Entity and any Secured Party, or other party having an interest or potential interest in the Project or Phase thereof shall be entitled to rely on same.

**SECTION 16.08 Financing Matters**

The financial information required by the final paragraph of *N.J.S.A.* 40A:20-9 is set forth in the Application.

**SECTION 16.09 Counterparts**

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 16.10 Amendments**

This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties.

**SECTION 16.11 Certification**

The Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A.* 40A:20-12, that an agreement with an urban renewal entity, i.e., the Entity, for the development of the Redevelopment Area, has been entered into and is in effect as required by the Long Term Tax Exemption Law. Delivery by the Clerk to the Tax Assessor of a certified copy of the Ordinance adopted by the City Council approving the tax exemption described herein and this Agreement shall constitute the required certification. Upon certification as required hereunder, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Clerk until the expiration of the entitlement to exemption by the terms of this Agreement or until the Tax Assessor has been duly notified by the Clerk that the exemption has been terminated.

Further, within ten (10) calendar days following the later of the effective date of the Ordinance or the execution of this Agreement by the Entity, the City Clerk shall transmit a certified copy of the Ordinance and this Agreement to the chief financial officer of Middlesex County and to the Middlesex County counsel for informational purposes.

**SECTION 16.12 Severability**

If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

**SECTION 16.13 Effect of Amendment and Restatement**

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

**{End of Article XVI}**

**IN WITNESS WHEREOF**, the Parties have caused these presents to be executed as of the day and year first above written.

**MANHATTAN BEACH PHASE I URBAN RENEWAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF SOUTH AMBOY**

By: \_\_\_\_\_  
Fred A. Henry, Mayor



STATE OF NEW JERSEY :  
 : ss  
COUNTY OF MIDDLESEX :

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_ 2026, by Fred A. Henry, and this person acknowledged under oath, to my satisfaction that:

- (a) he is the Mayor of the CITY OF SOUTH AMBOY, a municipal corporation of the County of Middlesex and State of New Jersey, named in the within document;
- (b) he is authorized to execute the attached document on behalf of the City of South Amboy;
- (c) he executed the attached document on behalf of the City of South Amboy; and
- (d) the attached document was signed and made by the City of South Amboy as its duly authorized and voluntary act.

\_\_\_\_\_  
Notary Public

SEAL

## **LIST OF EXHIBITS**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

- Exhibit A. Property Description
- Exhibit B. Application
- Exhibit C. Ordinance

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**EXHIBIT B**  
**APPLICATION**

**EXHIBIT C**  
**ORDINANCE**

**RESOLUTION PB # 6-26**

**RESOLUTION RECOMMENDING THE ADOPTION OF ORDINANCE  
2026 -04 ESTABLISHING AFFORDABLE HOUSING PROGRAM REQUIREMENTS AND  
ADOPTING REGULATIONS GOVERNING THE ADMINISTRATION OF VERY LOW-,  
AND LOW-, AND MODERATE-INCOME HOUSING UNITS**

**WHEREAS** the City of South Amboy INTRODUCED Ordinance 2026-04 entitled Ordinance "Establishing Affordable Housing Program Requirements and Adopting Regulations Governing the Administration of Very Low-, and Low- and Moderate-Income Housing Units" and,

**WHEREAS** the Mayor and Council referred this matter to the Planning Board of the City of South Amboy (the "Planning Board") pursuant to N.J.S.A. 40:55D-25, and

**WHEREAS** the Board directed its consultant AJV Engineering, Inc., by Jason C. Valetutto, P.E., P.P. (the "Consultant"), and Golda MacMillan, AICP, PP, PMP ("MacMillan"), retained by special housing counsel to commence a planning consistency review of the proposed Ordinance to provide comments and recommendations to the Board as to whether the Ordinance is consistent with the City's Master Plan, and such other comments as the Consultant and MacMillan deem relevant, and

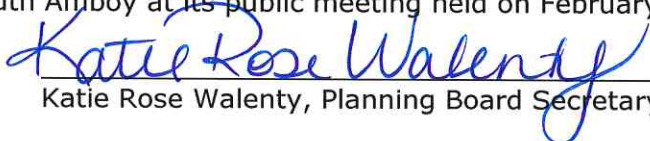
**WHEREAS** the Consultant and MacMillan have authored reports, (the "Reports") with their planning consistency review as to the proposed Ordinance, and

**WHEREAS** the Reports recommend that the Planning Board adopt a Resolution accepting the contents of the Reports and transmitting this Resolution to the Mayor and Council with a recommendation that the Council adopt the proposed Ordinance amending the City's Development Regulations consistent with the recommendations contained in the Reports, and

**WHEREAS** the Planning Board, after carefully considering the Reports and testimony at a public hearing held on February 25, 2026, finds the proposed Ordinance to be appropriate and substantially consistent with the Master Plan of the City and development regulations reflecting the continuing growth of the City.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City of South Amboy Planning Board hereby accepts the recommendations of its Consultants as contained in their Reports and recommends that the Council adopt the Ordinance amending the City's Development Regulations consistent with those recommendations.

THIS IS TO CERTIFY that the foregoing is a true copy of the Resolution adopted by the Planning Board of the City of South Amboy at its public meeting held on February 25, 2026.

  
Katie Rose Walenty, Planning Board Secretary

Date: February 25, 2026



Angelo J. Valetutto, P.E., P.P.  
Jason C. Valetutto, P.E., P.P.

February 20, 2026

City of South Amboy Planning Board  
Attn: Dr. Jorge Gonzalez-Gomez, Board Chairman  
140 N Broadway  
South Amboy, NJ 08879


Re: Affordable Housing Ordinance No. 2026-04

Dear Board Members:

On February 18, 2026, City Council adopted on first reading the Ordinance entitled "ORDINANCE 2026-04 AN ORDINANCE OF THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX, NEW JERSEY, ESTABLISHING AFFORDABLE HOUSING PROGRAM REQUIREMENTS AND ADOPTING REGULATIONS GOVERNING THE ADMINISTRATION OF VERY LOW-, LOW-, AND MODERATE-INCOME HOUSING UNITS". In accordance with N.J.A.C. 40:55D-26, any adoption of a "development regulation, revision, or amendment", the governing body must refer the proposed regulation to the Planning Board for a review and report back to them. The Planning Board's review is to determine if the proposed Ordinance is inconsistent with the Master Plan, recommendations concerning these inconsistencies, and any other matters the Board deems appropriate. The Planning Board has thirty-five days from the governing body's notice of the Ordinance's adoption to respond. Failure by the Planning Board to respond within the thirty-five day response period relieves the governing body from not proceeding with adoption of the Ordinance at a second reading.

As background, the City of South Amboy Planning Board adopted a Resolution on June 9, 2025 titled "RESOLUTION NO. PB 9-25 CITY OF SOUTH AMBOY PLANNING BOARD RESOLUTION ADOPTING THIRD AND FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN" to comply with the amended New Jersey Fair Housing Act for the City's affordable housing obligation under the Mount Laurel Doctrine for the years 2025 – 2035 (the Fourth Round).

Thus, based on our review, we strongly recommend that the Planning Board adopt a Resolution supporting City Council's Ordinance to add to the City Code a new Chapter 54 entitled "Affordable Housing Regulations" both by being consistent and supporting our Master Plan and allowing the City to continue to develop in a manner consistent with good planning while being compliant with our Housing Element and Fair Share Plan Round Four (2025 – 2035).

Very truly yours,  
  
Jason C. Valetutto, P.E., P.P.  
Board Consultant  
For The Firm

pc: Katie Rose Walenty, Board Secretary  
James E. Stahl, Esq., Board Attorney

# MASTER PLAN CONSISTENCY REPORT # 1

Date: February 19, 2026 Copy: James Stahl, Esq. – Board Attorney  
To: South Amboy Planning Board Jessica Almeida, Esq. – Affordable Housing Attorney  
From: Golda MacMillan, AICP/PP Katie Rose Walenty – Board Secretary

## SUBJECT: Ordinance O-26-04

AN ORDINANCE OF THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX, NEW JERSEY, ESTABLISHING AFFORDABLE HOUSING PROGRAM REQUIREMENTS AND ADOPTING REGULATIONS GOVERNING THE ADMINISTRATION OF VERY LOW-, LOW-, AND MODERATE-INCOME HOUSING UNITS

The purpose of this report is to provide the Planning Board with a Master Plan consistency review of Ordinance O-26-04 (“the Ordinance”), attached as Appendix A. The Ordinance was introduced at the Council meeting on February 18, 2026, and establishes the City’s affordable housing ordinance consistent with the Consent Order Conditional Compliance Certification, attached as Appendix B. More specifically, “The City shall update its Affordable Housing Ordinance, Development Fee Ordinance, Affirmative Marketing Plan, and other administrative documents in accordance with the forthcoming regulations at N.J.A.C. 5:80-26.1, et seq, and N.J.A.C. 5:99 after they are adopted and before March 15, 2026.” (Page 5).

Pursuant to the Municipal Land Use Law, the Governing Body is authorized to adopt ordinances regulating the use of land and buildings. Prior to adoption, NJSA 40:55D-64 requires that such ordinances be referred to the Planning Board for review and a determination of consistency with the Master Plan. To facilitate the Planning Board in its consistency review, the following documents have been reviewed for consideration:

- [Housing Element and Fair Share Plan Round Four \(2025\)](#)
- [Master Plan \(2017\)](#)

In accordance with NJSA 40:55D-26, the Land Use Board is responsible for determining whether the proposed ordinance is consistent with the Master Plan and refer back its findings to the Governing Body where the ordinance is considered for second reading. As discussed in this report, the Board Planner concludes that the proposed ordinance is **consistent** with the Master Plan.

This report is organized as follows:

I. Proposed Ordinance.....	2
II. Relationship to Master Plan.....	3
III. APPENDIX A – Copy of Ordinance.....	4
IV. APPENDIX B – Consent Order Conditional Compliance Certification.....	48

Sincerely,



Golda MacMillan, AICP, PP

## I. Proposed Ordinance

The proposed ordinance would create the City's affordable housing ordinance consistent with the State's standardized affordable housing ordinance. This update is intended to align requirements with the new December 2025 Uniform Housing Affordability Controls (UHAC) rules<sup>1</sup>.

At a high level, the ordinance provides that:

- New residential developments with five or more units must include a 20% affordable housing set-aside.
- Affordable units are defined based on regional median income and must be allocated to affordable units on a formula basis:
  - Very-low income:  $\leq 30\%$
  - Low income:  $\leq 50\%$
  - Moderate income:  $\leq 80\%$
- Affordable units must have a certain percent threshold of 1-, 2-, and 3-bedroom units.
- The ordinance establishes minimum deed restriction periods:
  - Ownership units: 30 years or more
  - Rental units: 40 years
- Administrative oversight is required through:
  - Appointment of a Municipal Housing Liaison (a municipal employee)
  - Retention of an Administrative Agent to certify tenants and buyers, set prices, and enforce affordability controls
  - Annual reporting through the State's Affordable Housing Monitoring System (AHMS)
- The ordinance also administers the Affordable Housing Trust Fund for court-approved affordable housing purposes, funded through development fees:
  - 1.5% for residential development
  - 2.5% for non-residential development

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<sup>1</sup> <https://www.nj.gov/dca/dlps/hss/uhac.shtml>

## II. Relationship to Master Plan

### Housing Element and Fair Share Plan

Pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., and the Municipal Land Use Law ("MLUL"), the Planning Board adopted its Fourth Round Housing Element ("Housing Element") on June 9, 2025. The Housing Element serves to address the Fourth Round constitutional obligation to provide a realistic opportunity for the development of housing affordable to low- and moderate-income households.

Subsequently, the Fair Share Housing Center ("FSHC") filed a challenge to the Fourth Round Housing Element pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b). Thereafter, the City and FSHC agreed to amicably resolve the issues raised in the challenge through a settlement agreement entered into pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24.

In accordance with the settlement agreement and the Housing Element, the proposed ordinance advances the Fourth Round affordable housing requirements. The Ordinance should be considered a replacement to Appendix D, E, F, and I, which were in draft form at the time of adoption. The Board Planner finds the proposed ordinance consistent with the Housing Plan.

### Master Plan

The following goals and objectives are advanced within the Master Plan:

- "Balance housing options in the City, including affordable housing for low- and moderate-income households. Encourage continued development of a variety of housing ranging from affordable to moderate income and market rate units." (Page 9).
- "It is recommended South Amboy adopt a development fee ordinance for the purpose of collecting fees to fund affordable housing activities, specifically for rehabilitation and affordability assistance. Monies generated by the development fees will be paid into the City's Affordable Housing Trust Fund, and will be the primary source of funding for rehabilitation projects within the City. It is recommended the City adopt an affordable housing ordinance in conformance with the standards of the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq. It is recommended South Amboy coordinate with the City attorney to determine whether South Amboy should file this Fair Share Plan with the Courts for a Judgement of Compliance and Repose (JOR)." (Page 72)

The Ordinance provides for an update to the general affordable housing rules and regulations promulgated under the Fourth Round rules. As such, the Board Planner finds the proposed ordinance consistent with the Master Plan.

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**ORDINANCE NO. 2026-04**

**AN ORDINANCE OF THE CITY OF SOUTH AMBOY, IN  
THE COUNTY OF MIDDLESEX, NEW JERSEY,  
ESTABLISHING AFFORDABLE HOUSING PROGRAM  
REQUIREMENTS AND ADOPTING REGULATIONS  
GOVERNING THE ADMINISTRATION OF VERY LOW-,  
LOW-, AND MODERATE-INCOME HOUSING UNITS**

**WHEREAS**, the New Jersey Supreme Court declared that the discriminatory use of zoning powers was illegal and provided, as a matter of constitutional law, that each developing municipality “must, by its land use regulations, make realistically possible the opportunity for an appropriate variety and choice of housing for all categories of people who may desire to live there, of course including those of low and moderate income,” In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1, 6 (2015) (“**Mount Laurel IV**”), citing S. Burlington County NAACP v. Township of Mount Laurel (“**Mount Laurel I**”), 67 N.J. 151, 179, 187, appeal dismissed and cert. denied, 423 U.S. 808, 96 S. Ct. 18, 46 L. Ed. 2d 28 (1975), and that this constitutional obligation requires municipalities must provide “a realistic opportunity for the construction of [their] fair share of the present and prospective regional need for low and moderate income housing,” Id., citing S. Burlington County NAACP v. Township of Mount Laurel (“**Mount Laurel II**”), 92 N.J. 158, 205 (1983), (together with Mount Laurel I, the “**Mount Laurel Doctrine**”); and

**WHEREAS**, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. (“**A4**”) into law, amending the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 to -329 (the “**Act**”) and establishing a new framework for determining and enforcing municipalities’ affordable housing obligations under the Mount Laurel Doctrine for the years 2025 – 2035 (the “**Fourth Round**”); and

**WHEREAS**, the Act requires municipalities adopt all legislation to implement their Housing Element and Fair Share Plan for the Fourth Round (the “**Fourth Round HEFSP**”) no later than March 15, 2024, including an Affordable Housing Ordinance (the “**Ordinance**”) as well as other administrative legislation, in accordance with all applicable regulations; and

**WHEREAS**, as of the date of introduction of this Ordinance on first reading, the City Council of the City of South Amboy (the “**City Council**”) hereby refers this Ordinance to the City Planning Board (the “**Planning Board**”) for the Planning Board’s review pursuant to N.J.S.A. 40:55D-26; and

**WHEREAS**, prior to public hearing and final adoption of this Ordinance, the Planning Board will have transmitted to the City Council a report containing the Planning Board’s recommendation concerning this Ordinance, including an identification of any provisions in the Ordinance which are inconsistent with the City Master Plan, if any, and recommendations concerning those inconsistencies, if any, and any other matters the Planning Board deems appropriate; and

**WHEREAS**, subject to receipt of such Planning Board report, the City Council believes that the adoption of the Ordinance is in the best interests of the City to provide for the administration of affordable units within the City.

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of South Amboy, in the County of Middlesex, New Jersey, that:

**Section 1.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

**Section 2.** The Code of the City of South Amboy (the “Code”) is hereby amended to add a new Chapter 54 entitled “Affordable Housing Regulations” to read as follows:

**§54 -1 Introduction & Applicability**

A. This section of the Code establishes regulations governing very low-, low- and moderate-income housing units in City of South Amboy. These regulations are intended to be consistent with the amended Fair Housing Act, N.J.S.A. 52:27D-301 to -329 (“FHA”), as well as the Department of Community Affairs, Division of Local Planning Services Regulations, N.J.A.C. 5:99-1.1 to -9.4 (“LPS”).

To the extent applicable and not inconsistent with the FHA or binding court decisions, this section also incorporates the statutorily preserved regulations previously adopted by the now-defunct Council on Affordable Housing (“COAH”), N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 to -26.23 (“UHAC”), and the City’s adopted Fourth Round Housing Element and Fair Share Plan (“HEFSP”), as well as any amendments that have been or may be adopted thereto.

B. This Ordinance is intended to ensure that very low-, low- and moderate-income units (“Affordable Units”) are created with controls on affordability over time and that very low, low-, and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to the provisions set forth below in item E.3. below.

C. The City of South Amboy Planning Board has adopted a HEFSP pursuant to the FHA and Municipal Land Use Law at N.J.S.A. 40:55D-1 to - 163 (“MLUL”). The Fair Share Plan, which has been approved by the Superior Court, describes the ways the City shall address its fair share of very low-, low-, and moderate-income housing, and is documented in the Housing Element.

D. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of, the FHA, N.J.A.C. 5:99, New Jersey Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC, as may be amended and supplemented.

## E. Applicability

- (1) Except where specifically exempted hereinafter, the provisions of this Ordinance shall apply to all Affordable Housing Developments, hereinafter defined, and affordable housing units which are proposed to be created pursuant to the City's HEFSP.
  - (2) Except where specifically exempted hereinafter, this Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units included in the HEFSP, including any unanticipated future developments that will provide very low-, low- and moderate-income housing units.
  - (3) Low-Income Housing Tax Credit ("LIHTC") Units. To the extent any affordable units in the HEFSP are financed under the Federal Low-Income Housing Tax Credit program (26 U.S.C. § 42), the affordability controls for such LIHTC units shall be governed by applicable federal law, the regulatory and recorded restrictions required by the New Jersey Housing and Mortgage Finance Agency and/or other allocating agency, and the project's recorded affordability documents. Except as expressly required by law, UHAC shall not apply to LIHTC units; provided, however, that newly constructed LIHTC units that receive credit pursuant to the FHA shall be affirmatively marketed in accordance with N.J.A.C. 5:80-26.16. In a mixed-income development containing both LIHTC units and non-LIHTC restricted units, the non-LIHTC restricted units shall comply with this Ordinance and UHAC, as applicable.
- F. To the extent this Ordinance does not expressly address a matter relating to the administration, affordability controls, affirmative marketing, income eligibility, pricing/rent setting, sales and rental procedures, or enforcement of affordable units, and except where inconsistent with applicable law, the City's court-approved compliance mechanism, or the recorded affordability controls applicable to a specific development (including LIHTC regulatory agreements), the provisions of UHAC, as amended and supplemented, shall govern and are hereby incorporated by reference.

## §54 -2 Definitions

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

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

structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as “accessory dwelling units”.

“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,” N.J.S.A. 52:27D-119 to – 141, and in accordance with the provisions of N.J.S.A. 52:27D-123.15.

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

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

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

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

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

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

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

“Affordable Housing Development” means a development included in a City’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 the FHA.

“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 FHA, 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 N.J.S.A. 55:14K-4.

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

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

“Builder’s Remedy” means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques,

such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential development by including housing that is not for low- and moderate-income households.

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

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

“COAH” or the “Council” means the Council on Affordable Housing established in, but not of, DCA pursuant to the FHA and that was abolished effective March 20, 2024, pursuant to 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 City pursuant to N.J.S.A. 52:27D-304.1, that protects the City 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 N.J.S.A. 52:27D-313.

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, N.J.S.A. 52:27D-119 to -141.

“County-level Housing Judge” means a judge appointed pursuant to the FHA, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the FHA.

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

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

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

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

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 to -163.

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

“Dispute Resolution Program” means the Affordable Housing Dispute Resolution Program, established pursuant to N.J.S.A. 52:27D-313.2.

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

“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 City in which the property is situated, as determined in accordance with 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 City based on alleged noncompliance with the FHA or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a Builder’s Remedy.

“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 City 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 City proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

“FHA” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 to - 329.

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

“HMFA” or “the Agency” means the New Jersey Housing and Mortgage Finance Agency established pursuant to N.J.S.A. 55:14K-4.

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

“Housing Element” means the portion of a City’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 FHA consisting of reports, statements proposals, maps, diagrams, and text designed to meet the City’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.

“HUD” means the United States Department of Housing and Urban Development.

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

“Judgment of Compliance” or “judgment for repose” means a determination issued by the Superior Court approving a City’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.

“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 City.

“Municipal Affordable Housing Trust Fund” means a separate, interest-bearing account held by a City 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, 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 City 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 City that authorizes the collection of development fees.

“New Construction” means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed

units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

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

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

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

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

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

“Non-residential Development” means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 to -141, including any subsequent amendments or revisions thereto;

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

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A. 52:27D-330 to -360.

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

“Order for Repose” means the protection a City 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.

“Prospective Need” means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a City, 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 the FHA, N.J.S.A. 52:27D-304.2 to -304.3) for the fourth round and all future rounds of housing obligations.

“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” means a housing unit that addresses a City’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 City’s Fair Share Obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of the FHA (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a Prior Round Unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the City 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 N.J.S.A. 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.

“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.

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

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

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

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

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

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

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

“State Development and Redevelopment Plan” or “State Plan” means the plan prepared pursuant to sections 1 through 12 of the “State Planning Act N.J.S.A. 52:18A-196, 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 N.J.S.A. 52:18A-200(f).

“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 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, as 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.

**§54 -3 Monitoring and Reporting Requirements**

- A. The City 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.
- B. The City shall provide electronic monitoring data with the Department pursuant to the FHA and N.J.A.C. 5:99 through the AHMS.
- C. On or before February 15 of each year, the City 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.
- D. 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.

**§54 -4 Municipality-Wide Mandatory Set-Aside**

- A. A development providing a minimum of five new housing units created through any municipal rezoning or Zoning Board action, use or density variance, redevelopment plan, or area in need of rehabilitation plan that provides for densities at or above six units per acre, is required to include an affordable housing set-aside of 20%.
- B. Any Affordable Units generated through such mandatory set-aside shall be subject to all other provisions of this Ordinance.
- C. All such Affordable Units shall be governed by this Ordinance, the controls on affordability, including bedroom distribution, and affirmatively marketed to the Housing Region in conformance with UHAC and all other applicable laws.
- D. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.
- E. The mandatory set-aside requirements of this section do not give a developer the right to any rezoning, variance, or other relief, or establish any obligation on the part of the City to grant such rezoning, variance, or other relief.
- F. This municipality-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the HEFSP, for which density and set-aside requirements shall be governed by the specific standards as set forth therein.

- G. In the event the inclusionary set-aside of 20% of the total number of residential units does not result in a full integer, the developer shall round the set-aside upward to construct a whole additional Affordable Unit.

**§54 -5 New Construction**

- A. 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.
- B. The following requirements shall apply to all new or planned developments which 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.
- C. 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. In inclusionary developments, the following schedule for the issuance of certificates of occupancy for the required affordable housing units relative to the issuance of certificates of occupancy for the permitted market units shall be followed:

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

- D. Design. The following design requirements apply to Affordable Housing Developments, excluding Prior Round Units.

- (1) Design of 100 percent Affordable Housing Developments:
  - (a) 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.
  - (b) Each bedroom in each Restricted Unit must have at least one window.
  - (c) Restricted units must include adequate air conditioning and heating.
- (2) Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to Prior Round Units, unless stated otherwise.
  - (a) Restricted Units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to Prior Round Units.
  - (b) Restricted Units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.
  - (c) Restricted Units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round Affordable Units shall be integrated with market rate units to the extent feasible.
  - (d) Residents of restricted units must be offered the same rights to use 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.
  - (e) Restricted Units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to Prior Round Units.

- (f) Each bedroom in each restricted unit must have at least one window.
  - (g) Restricted Units must be of the same unit type as market-rate units within the same building.
  - (h) Restricted Units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
- (3) Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:
- (a) Restricted Units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to Prior Round Units.
  - (b) Restricted Units may be clustered, provided 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 Units shall be integrated with market rate units to the extent feasible.
  - (c) Restricted Units may be of different unit housing product types than market-rate units, provided there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher-priced end townhouses shall be exempt from this requirement.
  - (d) Restricted Units must meet the minimum square footage required for the number of inhabitants for which the Restricted 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.
  - (e) Penthouse and end units may be reserved for market-rate sale, provided the overall number, value, and distribution of Affordable Units across the development is not negatively impacted by such reservation(s).

- (f) Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same Affordable Housing Development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms, and outdoor spaces, and building entrances and exits. This shall apply to Prior Round Units.
- (g) Each bedroom in each Restricted Unit must have at least one window; and
- (h) Restricted Units must include adequate air conditioning and heating.

**§54 -6 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 which are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.A.C. 5:80-26.13(e).

**§54 -7 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 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 which are not age-restricted or supportive housing shall be structured such that:
  - (1) At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
  - (2) Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
  - (3) The combined number of efficiency and one-bedroom units shall be no greater than 20%, rounded down, of the total number of low- and moderate-income units.

- (4) At least 30% of all low- and moderate-income units, rounded up shall be two-bedroom units.
- (5) At least 20% of all low- and moderate-income units, rounded up shall be three-bedroom units.
- (6) The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.
- (7) Affordable housing developments which are age-restricted or supportive housing, except those supportive Affordable 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.

**§54 -8 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 multi-floor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:
  - (1) An adaptable toilet and bathing facility on the first floor;
  - (2) An adaptable kitchen on the first floor;
  - (3) An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
  - (4) An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
  - (5) If one or more of the foregoing requirements in (1) through (4) above cannot be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and

- (6) An accessible entranceway as set forth in N.J.S.A. 52:27D-311a and -311b, and N.J.S.A. 52:27D-123.15, and the Barrier Free Subcode, N.J.A.C. 5:23-7.1 to -7.31, or evidence the City has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible: 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.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) 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.

**§54 -9 Regional Income Limits.**

- A. Administrative Agents shall use the regional income limits most recently established by the DCA for the purpose of pricing Affordable Units and determining income eligibility of households.
- B. Regional income limits are based on Regional Median Income, which is established by a regional weighted average of the "median family incomes" published by HUD. The procedure for computing the Regional Median Income is detailed in N.J.A.C. 5:80-26.3.
- C. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later.

**§54 -10 Maximum Initial Rents and Sales Prices.**

- A. In establishing rents and sales prices of Affordable Units, the Administrative Agent shall follow the procedures set forth in N.J.A.C. 5:80-26.4, as may be amended and supplemented.

**§54 -11 Affirmative Marketing.**

- A. The City shall adopt, by resolution, an Affirmative Marketing Plan compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
- B. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional, or sexual orientation, disability, age, or number of children, to Affordable 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 the region. It is a continuing program which directs all marketing activities toward Housing Region 3 and is required to be followed throughout the period of deed restriction.

**§54 -12 Selection of Occupants of Affordable Units.**

- A. The Administrative Agent shall use a Random Selection Process to select occupants of very low-, low- and moderate-income housing.
- B. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

**§54 -13 Occupancy Standards.**

- A. In referring Certified Households to specific Restricted Units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
  - (1) Ensure each bedroom is occupied by at least one person, except for age-restricted, supportive, and special needs housing units;
  - (2) Provide a bedroom for every two adult occupants;
  - (3) With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
  - (4) Avoid placing a one-person household into an Affordable Unit with more than one bedroom.

**§54 -14 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.**

- A. The initial control periods for restricted ownership on all new Affordable Units shall be for a period of at least thirty (30) years and in accordance with UHAC, as may be amended

- and supplemented, with the City reserving the right to extend the affordability control period for an additional period of time thereafter.
- B. Rehabilitated housing units which are improved to code standards shall be subject to affordability controls for a period of at least ten (10) years.
  - C. The affordability control period for a restricted ownership unit shall commence on the date the initial Certified Household takes title to the unit.
  - D. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
  - E. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
    - (1) If the City exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
    - (2) If the City does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
  - F. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the City shall record a preliminary instrument provided by the Administrative Agent.
  - G. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's Equalized Assessed Value without the restrictions in place.
  - H. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first Non-exempt Sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
  - I. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

**§54 -15 Price Restrictions for Restricted Ownership Units and Resale Prices.**

- A. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7.

- (1) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:
  - (a) those that render the unit suitable for a larger household or the addition of a bathroom.
- (2) The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last Non-exempt Sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);
- (3) 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.
- (4) Upon the resale of a restricted ownership unit, all items of property which are permanently affixed to the Affordable Unit or were included when the Affordable 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.

**§54 -16 Buyer Income Eligibility.**

- A. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented.
- B. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the City, 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, Affordable 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 Affordable 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.

- C. A Certified Household which purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
- D. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a Low-income Household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
  - (1) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
  - (2) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
  - (3) The household is currently in substandard or overcrowded living conditions;
  - (4) The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

**§54 -17      Limitations on Indebtedness Secured by Ownership Unit; Subordination.**

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
- B. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as

such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).

**§54 -18 Control Periods for Restricted Rental Units.**

- A. Control periods for units that meet the definition of Prior Round Units shall meet 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 thirty (30) years as applicable unless otherwise indicated.
- B. Other than for Prior Round Units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least forty (40) years. Restricted rental units created as part of developments receiving 9% LIHTC must comply with a control period of not less than a thirty (30) year compliance period plus a fifteen (15) year extended use period for a total of forty-five (45) years.
- C. The Affordability Control Period for a restricted rental unit shall commence on the first date that an Affordable Unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
- D. Rehabilitated renter-occupied Affordable Units which are improved to code standards shall be subject to affordability controls for a period of not less than ten (10) years.
- E. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the City shall record a preliminary instrument provided by the Administrative Agent.
- F. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.
- G. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
  - (1) Sublease or assignment of the lease of the unit;
  - (2) Sale or other voluntary transfer of the ownership of the unit;
  - (3) The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
  - (4) The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

**§54 -19 Rent Restrictions for Rental Units; Leases and Fees.**

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

- B. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
- C. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
  - (1) Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
- D. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
- E. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
- F. Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
- G. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
- H. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

**§54 -20 Tenant Income Eligibility.**

- A. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
  - (1) Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the Regional Median Income by household size.
  - (2) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the Regional Median Income by household size.
  - (3) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the Regional Median Income by household size.

- B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income, or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
- (1) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
  - (2) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
  - (3) The household is currently in substandard or overcrowded living conditions;
  - (4) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  - (5) The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in B(1). through B(5) above with the Administrative Agent, who shall counsel the household on budgeting.

**§54 -21        Municipal Housing Liaison.**

- A. The Municipal Housing Liaison shall be approved by resolution.
- B. The Municipal Housing Liaison shall meet the requirements for qualifications, including initial and periodic training, as set forth in N.J.A.C. 5:99-6.3 and -6.4, and N.J.A.C. 5:99-9.1 to -9.3.
- C. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing plan, including the following responsibilities, which may not be contracted out to the Administrative Agent:
  - (1) Serving as the primary point of contact for all inquiries from the Program, the State, affordable housing providers, Administrative Agent, and interested households.
  - (2) The oversight of the Affirmative Marketing Plan and affordability controls.
  - (3) When applicable, overseeing and monitoring any contracting Administrative Agent.
  - (4) Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.

- (5) Verifying, certifying, and providing annual information within AHMS at such time and in such form as required by the Division.
- (6) Coordinating meetings with affordable housing providers and Administrative Agents, as needed.
- (7) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
- (8) Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each Affordable Housing Development.
- (9) Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required has been duly recorded.
- (10) Listing on the City's website contact information for the MHL and Administrative Agents.

**§54 -22 Administrative Agent**

- A. The City shall appoint an Administrative Agent to administer the affordable housing program and/or Affordable Units in accordance with the requirements of the FHA, N.J.A.C. 5:99, and UHAC.
- B. The fees for the Administrative Agent shall be paid as follows:
  - (1) Administrative Agent fees related to rental units shall be paid by the developer/owner.
  - (2) Administrative Agent fees related to initial sale of units shall be paid by the developer.
  - (3) Administrative Agent fees related to resales, refinancing, and providing any other service or analysis at the request of the homeowner shall be paid by the owner of the affordable home.
  - (4) Administrative Agent fees related to ongoing administration and enforcement shall be paid by the City.
- C. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent. The Operating Manual shall be available for public inspection in the Office of the Clerk and in the office of the Administrative Agent. Operating manuals shall be adopted by resolution of the Governing Body.
- D. Subject to the role of the Administrative Agent, the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
  - (1) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
  - (2) Affirmative Marketing:
    - (a) Conducting an outreach process to affirmatively market Affordable Units in accordance with the Affirmative Marketing Plan of the City and the provisions of N.J.A.C. 5:80-26.16.

- (b) Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
- (3) Household certification.
- (a) Soliciting, scheduling, conducting, and following up on interviews with interested households.
  - (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a very-low, low-, or moderate-income unit;
  - (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility within five (5) days of the determination thereof.
  - (d) Requiring all certified applicants for Restricted Units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of UHAC
  - (e) Creating and maintaining a referral list of eligible applicant households living in the Housing Region, and eligible applicant households with members working in the Housing Region, where the Affordable units are located.
  - (f) Employing a Random Selection Process as provided in the Affirmative Marketing Plan when referring households for certification to Affordable Units.
- (4) Affordability Controls.
- (a) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each Restricted Unit.
  - (b) Ensuring the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each Restricted Unit in accordance with UHAC.
  - (c) Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
  - (d) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- (5) Records Retention.
- (a) Creating and maintaining a file on each Restricted Unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
  - (b) Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a City constitute public records of the City as defined by N.J.S.A. 47:3-16, and are legal property of the City.

- (6) Resales and Re-Rentals.
  - (a) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
  - (b) Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.
- (7) Processing Requests from Affordable Unit Owners.
  - (a) Reviewing and approving requests from owners of Restricted Units who wish to refinance or take out home equity loans during the term of their ownership to determine the amount of indebtedness to be incurred will not violate the terms of this Ordinance.
  - (b) Reviewing and approving requests to increase sales prices from owners of Restricted Units who wish to make capital improvements to the units which would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
  - (c) Notifying the City of an owner's intent to sell a Restricted Unit.
  - (d) Making determinations on requests by owners of Restricted Units for hardship waivers.
- (8) Enforcement.
  - (a) Securing annually from the City a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
  - (b) Securing from all developers and sponsors of Restricted Units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
  - (c) Sending annual mailings to all owners of Affordable Units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;
  - (d) Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and

- (e) Creating and publishing a written operating manual for each Affordable Housing Program administered by the Administrative Agent setting forth procedures for administering the affordability controls.
- (f) The Administrative Agent shall, as delegated by the City, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

**§54 -23            Responsibilities of the Owner of a development containing Affordable Units.**

- A. The owner of all developments containing Affordable Units subject to this subchapter or the assigned management company thereof shall provide to the Administrative Agent:
  - (1) Site plan, architectural plan, or other plan that identifies the location of each Affordable Unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of Affordable Units. The Administrative Agent shall determine the location of Affordable Units if not set forth in the site plan approval, settlement agreement, or other applicable document.
  - (2) The total number of units in the project and the number of Affordable Units.
  - (3) The breakdown of the Affordable Units by or identification of Affordable Unit locations by bedroom count and income level, including street addresses/unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The Administrative Agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.
  - (4) Floor plans of all Affordable Units, including complete and accurate identification of all rooms and the dimensions thereof.
  - (5) A projected construction schedule.
  - (6) The location of any common areas and elevators.
  - (7) The name of the person who will be responsible for official contact with the Administrative Agent for the duration of the project, which must be updated if the contact changes.
- B. In addition to a. above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:
  - (1) Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing

address, and email address of the Administrative Agent to whom complaints of excess rent can be issued.

- (2) Provide to the Administrative Agent a description of any applicable fees.
  - (3) Provide to the Administrative Agent a description of the types of utilities and which utilities will be included in the rent.
  - (4) Agree and ensure the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
  - (5) Provide to the Administrative Agent a proposed form of lease for any rental units.
  - (6) Ensure that the tenant selection criteria for the applicants for Affordable Units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
  - (7) Strive to maintain the continued occupancy of the Affordable Units during the entire restricted period.
- C. In addition to the above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the Administrative Agent:
- (1) Proposed pricing for all units, including any purchaser options and add-on items;
  - (2) Condominium or homeowner association fees and any other applicable fees;
  - (3) Estimated real property taxes;
  - (4) Sewer, water, trash disposal, and any other utility assessments;
  - (5) Flood insurance requirement, if applicable; and
  - (6) The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

**§54 -24            Enforcement of Affordable Housing Regulations**

- A. Upon the occurrence of a breach of any of the regulations governing the Affordable Unit by an owner, developer, or tenant, the City 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/or specific performance.

- B. After providing written notice of a violation to an owner, developer, or tenant of an Affordable Unit and advising the owner, developer, or tenant of the penalties for such violations, the City may take the following action against the owner, developer, or tenant for any violation which remains uncured for a period of sixty (60) days after service of the written notice:
- (1) The City 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 Unit. If the owner, developer, or tenant is found by a court of competent jurisdiction to have violated any provision of the regulations governing Affordable Units, the owner, developer, and/or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
    - (a) A fine of not more than \$500 or imprisonment for a period not to exceed ninety (90) days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
    - (b) In the case of an owner who has rented his or her Affordable Unit in violation of the regulations governing Affordable Units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;
    - (c) In the case of an owner who has rented its Affordable Unit in violation of the regulations governing Affordable Units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
- C. The City shall have the authority to levy fines against the owner of the development for instances of noncompliance with New Jersey Housing Resource Center advertising requirements, N.J.S.A. 52:27D-321.6.e.(2), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.
- D. The City 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 Affordable Unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.
- (1) Such judgment shall be enforceable, at the option of the City, 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 City, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
  - (2) The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The

excess, if any, shall be applied to reimburse the City 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 City 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 City in connection with collecting such deficiency. In the event a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the City 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 City 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 City. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the City, whether such balance shall be paid to the owner or forfeited to the City.

- (3) Foreclosure due to violation of the regulations governing Affordable Units shall not extinguish the restrictions of the regulations governing Affordable Units as they apply to the very-low, low-, and moderate-income units. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the Affordable Unit. The owner determined to be in violation of the provisions of this Ordinance or any applicable regulation and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
  - (4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the City 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 Units. This excess shall be treated in the same manner as the excess would have been realized from an actual sale as previously described.
  - (5) Failure of the very-low, low-, or moderate-income unit to be either sold at the Sheriff's sale or acquired by the City shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the City, with such offer to purchase being equal to the maximum resale price of the very-low, low-, or moderate-income unit as permitted by the regulations governing Affordable Units.
  - (6) The Affordable Unit owner shall remain fully obligated, responsible, and liable for complying with the terms and restrictions of governing Affordable Units until such time as title is conveyed from the owner.
- E. It is the responsibility of the Municipal Housing Liaison and the Administrative Agent to ensure Affordable 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 Affordable Unit by a tenant. If the Administrative Agent or Municipal Housing Liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

- F. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.
- G. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a County-level Housing Judge.

#### **§54 -25 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.

#### **§54 -26 Development Fees.**

- A. Purpose

- (1) This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the FHA, N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1 to -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.

B. Basic Requirements

- (1) The City previously adopted a Development Fee Ordinance, which established the Municipal Affordable Housing Trust Fund.
- (2) The City shall not spend Development Fees until the Superior Court has approved a plan for spending such fees.

C. Residential Development Fees

(1) Imposed fees

- (a) Within the City, all 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.
- (b) When an increase in residential density pursuant to N.J.S.A. 40:55D-70D(5) (known as a “d” variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit in excess of applicable ordinance standards that may be realized. However, if the zoning on a site has changed during the two-year period immediately 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% of the equalized assessed value on the first two units; and the specified higher percentage up to 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.

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

- (a) Affordable housing developments and developments where the developer is providing for the construction of affordable units elsewhere in the City, if permitted by ordinance or by agreement with the City of South Amboy, shall be exempt from development fees.
- (b) Developments that have received preliminary or final site plan approval prior to the adoption of the first development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval is not applicable, 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 exemption. In all cases, the applicable fee percentage shall

be determined based upon the Development Fee Ordinance in effect on the date that building permit is issued.

- (c) In addition to the construction of new principal buildings, development fees shall be imposed and collected when an existing structure is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the new structure. Furthermore:
  - (i) No development fee shall be collected for a demolition and replacement of an owner-occupied residential building resulting from a natural disaster.
  - (ii) No development fee shall be collected for the construction of an "accessory structure" as defined in the 1978 Zoning Ordinance of the City of South Amboy.
  - (iii) Alterations to existing detached single-family dwellings are exempt from the payment of a development fee.
  - (iv) Alterations to existing detached two-family dwellings are exempt from the payment of a development fee.
- (d) Nonprofit organizations which have received tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, providing current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.
- (e) Federal, state, county, and local governments shall be exempted from paying a development fee

#### D. Non-Residential Development Fees

##### (1) Imposition of fees

- (a) 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.
- (b) 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.
- (c) Development Fees shall be imposed and collected when an existing residential structure undergoes a change to a more intense use, including but not limited to an increase in the number of bedrooms; an increase in livable space (including, by way of example, the conversion of previously non-habitable space such as a basement, attic, or garage to habitable/livable space); an increase in gross floor area or square footage; when an additional dwelling unit is added to an existing residential structure; when an existing structure is demolished and replaced; or when an existing structure is expanded (unless otherwise exempt from the development fee

requirement). The Development Fee shall be calculated on the increase in the Equalized Assessed Value of the improved structure attributable to the change, addition, replacement, or expansion.

- (2) Eligible exactions, ineligible exactions and exemptions for non-residential development
  - (a) 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.
  - (b) The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- (3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.
- (4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
- (5) If a property that was exempted from the collection of a Non-residential Development Fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the City as a lien against the real property of the owner.

#### E. Collection Procedures

- (1) 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.
- (2) 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.

- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) Should the City fail to determine or notify the developer of the amount of the Development Fee within ten (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 N.J.S.A. 40:55D-8.6(5)(b).
- (8) 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.

F. Appeal of Development Fees

- (1) A developer may challenge residential development fees by filing a challenge with the County Board of Taxation. Pending review and determination by the County Board, collected fees shall be placed by the City in an interest-bearing escrow account. Imposed and collected development fees that are challenged must be escrowed, and if any portion is returned, accrued interest on the returned amount must also be returned. N.J.A.C. 5:97-8.3(g). Appeals from a determination of the County Board may be made to the Tax Court in accordance with the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 to -49-18, within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
- (2) 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 City. Appeals from a determination of the Director may be made to the Tax Court within 90 days after the date of such determination, in accordance with the State Uniform Tax Procedure Law. Interest earned on amounts escrowed shall be credited to the prevailing party. N.J.S.A. 40:55D-8.6(b).

#### G. Affordable Housing Trust Fund

- (1) A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the City for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- (2) 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:
  - (a) Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the City and if approved by a City prior to the statutory elimination of payments in-lieu on March 20, 2024 per the FHA;
  - (b) Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
  - (c) Rental income from municipally operated units;
  - (d) Repayments from affordable housing program loans;
  - (e) Recapture funds;
  - (f) Proceeds from the sale of affordable units; and
  - (g) Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.

#### H. Use of Funds

- (1) 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.

- (2) Funds shall not be expended to reimburse the City or activities that occurred prior to the authorization of a City to collect development fees.
- (3) 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.
  - (a) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan. Affordability Assistance Program Manual, which shall be prepared by the Administrative Agent and kept on file with the Municipal Clerk.
- (4) 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 City of resolving a challenge.

#### I. Monitoring

- (1) On or before February 15 of each year, the City 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 City prior to the March 20, 2024 statutory elimination per the FHA), 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.

J. Ongoing Collection of Fees

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

K. Emergent Affordable Housing Opportunities.

- (1) Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal Fair Share Plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

**Section 4.** Pursuant to N.J.S.A. 40:55D-26, upon passage of this Ordinance on first reading, the City Council hereby refers the Ordinance to the Planning Board for the Planning Board's review. The Planning Board shall prepare a report containing the Planning Board's recommendation concerning the Ordinance, including an identification of any provisions in the Ordinance which are inconsistent with the City's Master Plan, if any, and recommendations concerning those inconsistencies, if any, and any other matters the Planning Board deems appropriate, and submit same to the City Council within 35 days after referral, as required by the Municipal Land Use Law.

**Section 5.** All ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed.

**Section 6.** Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause, and phrase and the finding or holding of any such portion of this ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this ordinance.

**Section 7.** Except as amended by this Ordinance, all other provision of the City's Code of Ordinances shall remain in full force and effect.

**Section 8.** The City Clerk is hereby directed, upon adoption of this Ordinance after public hearing thereon, to publish notice of the passage thereof.

**Section 9.** This Ordinance shall be in full force and effect from and after its adoption and any publication according to law.

**CITY OF SOUTH AMBOY**  
**ORDINANCE 2026-04**

COUNCIL MEMBER	MOT	SEC	YES	NO	ABSENT	ABSTAIN
CONRAD	X		X			
DATO		X	X			
LENAHAN			X			
REILLY			X			
GROSS			X			
DATE OF INTRODUCTION	FEBRUARY 18, 2026					
PUBLICATION DATE	February 24, 2026					

I hereby certify that the above Ordinance was introduced by the City Council of the City of South Amboy, County of Middlesex, at a meeting held on February 18, 2026.

*Katie Rose Walenty*  
Katie Rose Walenty, Acting Municipal Clerk

COUNCIL MEMBER	MOT	SEC	YES	NO	ABSENT	ABSTAIN
CONRAD						
DATO						
LENAHAN						
REILLY						
GROSS						
DATE OF ADOPTION	MARCH 4, 2026					
PUBLICATION DATE						

I hereby certify that the above Ordinance was duly adopted by the City Council of the City of South Amboy, County of Middlesex, at a meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Katie Rose Walenty, Acting Municipal Clerk